

LEASE TERMS AND CONDITIONS

1. Rental: The Tenant agrees to rent from the Landlord and the Landlord agrees to lease to the Tenant the Property. Landlord and Tenant understand and agree that the Property is a vacation rental. The Tenant is a transient guest or seasonal Tenant. The New Jersey Anti-Eviction Act does not apply to this rental. **This Lease is valid only when accepted by the Landlord in writing, and may be terminated by the Landlord upon the default of any payments or other obligations of the Tenant, as outlined in this Lease.**

2. Occupancy/Use/Care of Property: The maximum number of persons allowed including children is indicated on the confirmation page. The Tenant shall take possession of and use the Property only as a private residence for not more than the maximum number of persons. The Tenant shall not allow the Property to be used for any business, professional or unlawful purposes. House trailers and recreational vehicles are not permitted on the Property. There shall be no alterations of the Property and no fixtures, appliances or air conditioners shall be installed without the written consent of the Landlord. **The Tenant affirms that he/she is over twenty one (21) years of age and minors will not occupy the Property unless an adult is present.** Unreasonable noise or disturbance by the Tenant may result in eviction. Tenant agrees to return premises to Landlord, on expiration of this Lease, in as clean and good a condition as reasonable use will permit. Tenant is responsible to repair, replace or pay for any breakage or damage to the property, furnishings and equipment. Tenant is only responsible for breakage or damage done by Tenant and/or their guests during their occupancy. Smoking is prohibited in the property.

3. Acceptance of Property: Opinions as to the condition of the Property vary from individual to individual and are very subjective. If the Tenant has not personally viewed or inspected the Property, the Tenant shall not rely on any opinion expressed by a third party, including the Rental Agent or the Landlord. The tenant bears sole risk of renting the Property **SIGHT UNSEEN** and in not being satisfied with the condition of the Property at the time of check-in. **It is highly recommended that the tenant personally inspect the property before signing this lease. The property is being rented as is.**

4. Non-Liability of the Realtor: The Tenant and the Landlord agree that NJ Realty, Inc and their Agents are not property managers or rental managers for the Property. The Agents are acting merely as Rental Agents in this lease transaction. The Agents shall not be liable for any claims, demands, damages or costs in any manner relating either to alleged defects or problems with the Property or to any other circumstances surrounding the rental. Tenant understands that all Tenant payments are the property of the Landlord. NJ Realty, Inc has no authority to return any Tenant payment without the consent of the Landlord. This agreement is entered into based upon Tenants independent knowledge of the Property and not on any representations made by NJ Realty, Inc or their Agents. NJ Realty, Inc and their Agents shall not in any event be held liable to the Landlord or the Tenant for their fulfillment or non-fulfillment of any terms of this Lease.

5. Amenities, Appliances, Repairs: Tenant shall furnish blankets, linens, towels, beach tags, paper products, and personal items. The list of the property's amenities can be found on the confirmation page of this Lease, though no warranties are given as to its accuracy. Appliances, air conditioning, and amenities are not guaranteed and refunds will not be given due to breakdown. Repairs will be made by Landlord as soon as possible.

6. Cancellation: In the event the Tenant wishes to cancel this Lease, the Tenant may do so only upon consent of the Landlord. The cancellation request must be in writing by the Tenant to NJ Realty, Inc. The Tenant understands that if the Tenant cancels this Lease the Landlord has the right to demand full payment of rent in accordance with the terms of this Lease. In the event the Landlord does not release the Tenant from the continued obligation to pay rent or the Property is not rented at full price, the Landlord may demand that the Tenant continue to remain obligated to pay the full rental amount. The Tenant shall not sublet the Property without written consent of the Landlord.

7. Commissions: Landlord agrees to pay NJ Realty, Inc their prevailing rate of commission, as previously agreed to in the Rental Listing Agreement, on this Lease and any renewals within two years of the Lease expiration to the herein named Tenant, his relatives, heirs and assigns. If the Tenant, his relatives, heirs or assigns should purchase the Property the leased property within two years from the expiration of tenancy, Landlord agrees to pay NJ Realty, Inc a commission at their prevailing rate of the purchase price. Said commission shall be due and payable at the time of settlement.

8. Nonrefundable Tenant Processing Fee and Compensation Disclosure: The Tenant agrees to pay NJ Realty, Inc the sum set forth in this Lease a nonrefundable processing fee. This payment shall be made upon signing of the Lease. The Tenant agrees that this processing fee is totally nonrefundable and represents the efforts of NJ Realty, Inc in processing the rental application and Lease. The Landlord and the Tenant understand, acknowledge and agree that NJ Realty, Inc is acting as a Transaction Agent in this transaction, and the commission paid by Landlord and processing fee paid by Tenant represent compensation from both parties to this transaction.

9. Security Deposit Protection Plan (SDPP): This Lease includes a premium for SDPP that insures you for unintentional and accidental damages you or your guests may cause to the rental property during your stay, provided such damage is disclosed and reported to your Rental Agent prior to check out. The Policy will pay a maximum benefit of \$1500. The Tenant will be responsible for any damages above the policy limit, and for any damages not covered by the SDPP. If during your stay an Insured Person causes any damage covered to real or personal property as a result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of repair and/or replacement of such property up to a maximum benefit of \$1500. Certain terms and conditions apply. Full details of the SDPP are contained in the Certificate of Insurance or Insurance Policy, and can be found online at www.vacationrentalinsurance.com/10sdi. **By submitting payment for this plan, you authorize CSA Travel Protection and Insurance to pay directly to NJ Realty, Inc any amount payable under the terms and conditions of the SDPP. NJ Realty, Inc will then reimburse Landlord for the cost of damages. Please contact NJ Realty, Inc if you do NOT wish to participate in this plan. If Tenant does not wish to participate in the SDPP, Tenant MUST notify NJ Realty, Inc PRIOR to signing this Lease. Tenant shall then be required to pay a Damage Deposit in the amount of \$500. Please refer to the Damage Deposit clause in this Lease for more details.**

10. Damage Deposit: Damage deposit, if applicable, will be held by NJ Realty, Inc in a non-interest bearing account and returned to the Tenant in accordance with applicable state law (within 30 days) unless the Landlord notifies NJ Realty, Inc within seven (7) days of the Lease termination date, of damages. NJ Realty, Inc cannot hold damage deposits for matters of cleaning, as they are considered normal wear and tear.