

SHORT TERM SEASONAL LEASE

Confirmation/Signature Page

**Farina & Boeshe
Real Estate Co.**
4401 Landis Avenue
Sea Isle City, NJ 08243
Office: (609) 263-2828
Fax: (609) 263-8887



Date: Lease Date
Agent's name, Agent
Agent's Email Address
Lease Number

TENANT: Sample Tenant

LANDLORD: Landlord's Name

PROPERTY: Property Address

Sea Isle City, NJ 08243

A # bedroom # bath town

Maximum Occupancy # people.

Check-in Date/Time: Date In

Check-out Date/Time: Date Out

BREAKDOWN OF COSTS:

Rent:	\$	1,200.00
Proc. Fee:	\$	30.00 (see # 8)
Damage Dep:	\$	500.00 (see # 10)
SDPP:	\$	45.00 (see # 9)
Pet Fee:	\$	N/A
TOTAL:	\$	1,775.00

PAYMENT SCHEDULE, payable on or before:

1. 01/10/2014 1st Payment Due	\$	_____
2. 02/01/2014 2nd Payment Due	\$	_____
3. 02/15/2014 Final Payment Due Incls. Sec. Dep.	\$	_____

Amenities: (Not Guaranteed. Please see #5)

Washer	:y:	DVD	:1:	Bunks	:2:
Dryer	:y:	Outside Shower	:y:	Deck Furniture	:y:
Dishwasher	:y:	Garage	:y:	Offstreet Parking	:4:
Microwave	:y:	Ceiling Fans	:7:	Groups	:N:
Phone	:y:	Vacuum	:y:	Pets	:N:
Air Conditioning	:y:	King Beds	: :	Non-smoking unit	:y:
Elevator	: :	Queen Beds	:3:	Toaster	:y:
Television	:5:	Double Beds	: :	Coffee Pot	:y:
VCR	:B:	Twin Beds	: :	Boat Slip	: :
Outdoor Grill	:G:	Sleep Sofa	:2:	Internet Access	:y:

A. Make all checks payable to Farina & Boeshe Real Estate Co. and send payments to 4401 Landis Ave, Sea Isle City, NJ 08243.

B. **Payments are due on or before dates shown above.** Late payments may result in cancellation of this Lease and forfeiture of any monies paid.

C. Please write the rental property address and check-in date on all checks.

D. This Page (page 1) and any addendums must be **signed and returned with the payment by the first payment due date. No**

Exceptions.

E. Personal checks will not be accepted within 14 days of check-in date. **No Exceptions. There will be a \$25 service charge for any check returned by the bank for any reason.**

F. This agreement is subject to approval and written acceptance by the Landlord.

G. The rentals **do not** include: linens, towels, paper products, beach tags or personal items.

H. **Check-In Time is between 1pm and 5pm. No keys can be given out before 1pm.**

I. **Check-Out Time is 10am.** All keys must be returned to Farina & Boeshe Real Estate Co. by 10am.

J. Sight Unseen rentals - Farina & Boeshe Real Estate Co. **HIGHLY RECOMMENDS** previewing the property. Please refer to Par #3

K. Other terms and conditions apply (which can be found on pages 2 and 3 of this Lease).

By signing below, the Tenant and the Landlord acknowledge that they have read, understand and accept all of the Lease Terms & Conditions of this Lease

Tenant: Sample Tenant

Date

Owner: Landlord's Name Date

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. **The Lease is valid only when accepted by the Landlord in writing, and may be terminated by the Landlord upon 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 as a private residence for not more than the maximum number of persons. 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 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. NO PETS are allowed on or in said premises unless agreed by all parties. An additional pet fee will be required.**
- 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 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 **Farina & Boeshe Real Estate Co.** 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. Farina & Boeshe Real Estate Co. 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 Farina & Boeshe Real Estate Co. or their Agents. Farina & Boeshe Real Estate Co. 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, although 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. Empty propane tanks are not warranted.
- 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 Farina & Boeshe Real Estate Co. 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 re-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. All cancellations are subject to a \$50 handling charge to Farina & Boeshe Real Estate Company.
- 7. Commissions:** Landlord agrees to pay Farina & Boeshe Real Estate Co. 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 Farina & Boeshe Real Estate Co. 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 Farina & Boeshe Real Estate Co. 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 Farina & Boeshe Real Estate Co. in processing the rental application and Lease. The Landlord and the Tenant understand, acknowledge and agree that Farina & Boeshe Real Estate Co. 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 Farina & Boeshe Real Estate Co. any amount payable under the terms and conditions of the SDPP. Farina & Boeshe Real Estate Co. will then reimburse Landlord for the cost of damages. Please contact Farina & Boeshe Real Estate Co. if you do NOT wish to participate in this plan. If Tenant does not wish to participate in the SDPP, Tenant MUST notify Farina & Boeshe Real Estate Co. 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 Farina & Boeshe Real Estate Co in a non-interest bearing account and returned to the Tenant in accordance with applicable state law (within 30 days) unless the Landlord notifies Farina & Boeshe Real Estate Co. within seven (7) days of the Lease termination date, of damages. Farina & Boeshe Real Estate Co. cannot hold damage deposits for matters of cleaning, as they are considered normal wear and tear.

11. Visitation Permission: The Landlord or Agent shall have access to the Property during daylight hours to make repairs or to show the Property for sale or for rent. An attempt will be made to contact the Tenant prior to entering the property. The Landlord agrees not to exercise said right in such a way as to unreasonably interfere with the quiet enjoyment of the tenant.

12. Travel Insurance: Refunds will not be given for cancellations or occupancy delays due to medical emergencies, travel cancellations or delays, deaths in the family, weather related events or evacuations, power outages, or other events that would be considered Acts of God or that are out of the control of the Landlord. The Tenant may purchase travel insurance through an independent insurance agency to cover these events. If the Tenant chooses not to purchase travel insurance, the Tenant may be forfeiting their ability to receive a refund if any of the above events occur. Travel Insurance is a way to protect your vacation investment and should be considered. Please review the information and available coverages offered by CSA Travel Protection and Insurance Services posted as a link on our website.

13. Agency Disclosure: Rental Agent, as listed on the top of the confirmation page, as an authorized Agent of Farina & Boeshe Real Estate Co. is working in this transaction as a Transaction Agent.

14. Hold Harmless: Both the Landlord and Tenant agree to hold Farina & Boeshe Real Estate Co., its owners, Agents and representatives harmless with regard to any of the terms and conditions of this Lease.

15. Cleaning: The following is a check-out cleaning list for the Tenant.

Kitchen:

- * Refrigerator cleaned out
- * Dishwasher emptied
- * Trash cans emptied liners replaced
- * Floor swept

Bathrooms:

- * Toilet, sink and tub rinsed out
- * Trash cans emptied

Bedrooms:

- * Bedspreads and pillows placed on bed
- * Drawers checked
- * Floors swept or vacuumed
- * Trash cans emptied

General:

- * All floors swept or vacuumed
- * Trash recycled in proper containers
- * Trash removed and trash liners replaced
- * Deck swept
- * All furniture properly arranged
- * Clean off gas grill when finished using (while hot)

Trash/Recycling:

- * Bring trash & recycling to curb the night before each scheduled pickup day. Should Tenant miss the scheduled trash day(s), Tenant is required to deliver the trash to the drop off area at the Public Works building.

Return Keys To Farina & Boeshe Real Estate Co.