

SUMMER RENTAL LEASE

Short Term Seasonal Lease

Lease Date: _____

Tenant: _____
Name Address Phone

Landlord: _____

Property: _____

Layout: _____

Maximum Occupancy (including children): _____

From: _____ **To:** _____

For a sum of \$ _____ **Security Deposit of \$** _____

- 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.
- 2. Non-Liability of the Landlord:** This agreement is entered into based upon Tenant's independent knowledge of the Property or the representations specifically contained in this Agreement and not on any representations made by the Landlord or its Agents.
- 3. Acceptance of Property:** Opinions as to the condition of the Property vary from individual to individual and are very subjective. If the Tenants has not personally viewed or inspected the Property, the Tenant shall not rely on any opinions express by a third party, including the Landlord or its Agent. The Tenant bears the 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 tenant has not been promised anything as to the condition of the Property unless stated in this lease. The Property is rented "as is".
- 4. Pets:** Absolutely no Pets shall be permitted on the Property. The Tenant shall obey this and all of the Landlord's other rules for the safety and cleanliness of the Property and for the comfort and convenience of other occupants. In the event that a pet is discovered in violation of this rental agreement, then the Tenant shall be evicted with no refund forthcoming.
- 5. Use:** The Tenant shall take possession of and use the Property only as a private residence for not more than the maximum number of persons as indicated above. 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 eighteen (18) 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. The Tenant is solely responsible for placing all trash and recyclables in the exterior bins for

pickup in accordance with the schedules and ordinances of the City of Ocean City or the private hauler contracted by Landlord.

6. **End of term and security deposit:** The Tenant agrees to return the Property to the Landlord at the expiration of his lease in as clean and as good condition as it was at the beginning of the lease term, except for normal wear caused by reasonable use. In addition the Tenant agrees to repair, replace or pay for any breakage or damage to the Property, furnishings and equipment. And the Tenant authorizes deduction for these expenses, or any other amounts due from the Tenants, from the Security Deposit. All Security Deposits will be held in a non-interest bearing account. The Security Deposit may be automatically refunded ten (1) days after termination of this lease unless Landlord determines there are damages or other deductions to be made resulting from actions of the Tenant. Said amounts shall be deducted from the Security Deposit and the remainder shall be refunded. In the event the amounts due exceed the Security Deposit, Tenant is liable for said amounts. Any damages not reported to Landlord by Tenant at check in shall not be considered valid prior damages.
7. **Access to Property:** The Landlord or his agent shall have access to the Property from 10:00 am to 5 PM to inspect the property, make necessary repairs, alterations or improvements, supply necessary services and show the Property to possible buyers, tenants, contractors, etc.
8. **Agreement and Tenant Default:** This Lease is valid only when accepted by the Landlord in writing and may be terminated by the Landlord upon the default of any payment or other obligation of the Tenant as outlined in this Lease.
9. **Cancellation:** In the event the Tenant wishes to cancel this Lease, the Tenant may do so only upon the consent of the Landlord. The cancellation request must be submitted in writing by the Tenant. The Tenant understands that if the Tenant cancels this Lease the Landlord has the right to demand the 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 rental amount. All cancellations are subject to a handling charge of \$100.
10. **Amenities:** The Landlord/Hotel shall furnish linens, blankets, towels as well as the appliances, air conditioning and television. Appliances are not guaranteed; however, repairs or replacements will be made as soon as reasonably possible based on the availability of repairman or replacement item.

The list of the property's amenities is included as follows, though no warranties are given as to its accuracy.

Number of Bedrooms: ____ **Number of Bathrooms:** 1 **Occupancy Limit:** ____

<input type="checkbox"/> Television	<input type="checkbox"/> Air conditioning	<input type="checkbox"/> Twin Bed	<input type="checkbox"/> Double Bed	<input type="checkbox"/> Queen Bed	<input type="checkbox"/> Futon
<input type="checkbox"/> Coffee Pot	<input type="checkbox"/> Microwave	<input type="checkbox"/> Outside Shower	<input type="checkbox"/> Sofa/hide a bed		
<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Stove	<input checked="" type="checkbox"/> Washer/Dryer (coin-op)	<input type="checkbox"/> Porch/Deck	<input checked="" type="checkbox"/> Non-Smoking	

- 11. Rentability:** If the leased premises are destroyed by fire, other casualty or acts of God so as to be unfit for occupancy, either prior to or during the term of the lease, the Landlord shall return an equitable, prorated share of any rents that may have been paid in advance. The Lease shall not terminate as a result of off-site conditions beyond the control of the Landlord or as a result of inoperable appliances at the property.
- 12. Subletting:** The Tenant shall not sublet the Property without the written consent of the Landlord.
- 13. Utilities:** Unless set forth above, utilities are included in rental rate.
- 14. Megan's Law Statement:** Under New Jersey Law, the county prosecutor determines whether and how to provide notice of the presence of convicted sex offenders in an area. In their professional capacity, real estate licensees are not entitled to notification by the county prosecutor under Megan's law and are unable to obtain such information for you. Upon closing, the county prosecutor may be contacted for such further information as may be disclosed to you.
- 15. Counterparts and/or Facsimile Signatures:** This contract may be executed in any number of counterparts, including counterparts transmitted by FAX or email any one of which shall constitute an original of this contract. When counterparts or facsimile copies have been executed by all parties, they shall have the same effect as if the signatures to each counterpart or copy were upon the same document and copies of such documents shall be deemed valid as originals. The parties agree that all such signatures may be transferred to a single document upon the request of any party.
- 16. Acceptance:** This Lease must be signed and returned with a 50% deposit within ten (10) days of the above Lease Date. The Lease shall not be binding until the deposit is received and lease is fully executed by both the Landlord and the Tenant. This agreement is subject to the approval and written acceptance of the Landlord.
- 17. Keys:** All keys are to be picked up at the beginning of the lease term at the office of the _____ and shall be returned at the end of the Lease Term at the office of the _____. It is strongly suggested that all keys are tested upon arrival.

Signatures: The Landlord and the Tenant agree to the terms of this Lease by signing below.

Lessor: _____

Date: _____

Lessee: _____

Date: _____