

## 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-four (24) 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 and 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. **Smoking is prohibited in and on 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 Landlord and the Tenant understand and agree that **Berger 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. In the event **Berger Realty, Inc.** has made a payment to the Landlord which the Tenant withdraws or otherwise cancels such that **Berger Realty, Inc.** never receives the funds, the Landlord agrees to reimburse **Berger Realty, Inc.** for any such funds. Tenant understands that all Tenant payments are the property of the Landlord. **Berger Realty, Inc.** has no authority to return any Tenant payment without the consent of the Landlord. This agreement is entered into based upon Tenant's independent knowledge of the Property or the representations specifically contained in this Lease and not on any representations made by the Landlord or its agents. **Berger Realty, Inc.** and their agents shall not in any event be held liable to the Landlord or 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, and personal items. The list of the property's amenities is included, 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 the owner as soon as possible.

**6. DEFAULT:** Any default by the Tenant under the terms and conditions of this lease, including but not limited to unpaid rent, shall result in the termination of this lease and the premises must be vacated immediately with no refund to the Tenant.

**7. 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 Berger Realty, Inc.** 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. Tenant agrees that **all monies paid shall be held by the Landlord**, not **Berger Realty, Inc.** Landlords are liable for all monies received. All cancellations are subject to a 10% handling charge to **Berger Realty, Inc.** The Tenant shall not sublet the premises without written consent of the Landlord.

**8. VISITATION PERMISSION:** The Landlord or Agent shall have access to the Property during daylight hours to make repairs or to show for sale or rent.

**9. AGENCY DISCLOSURE:** Rental Agent, as listed on the top of the confirmation page, as an authorized agent of Berger Realty Inc. is working in this transaction as a Landlord's Agent Only.

**10. COMMISSION:** Owner agrees to pay Berger 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 leased property, or a portion of the building thereof, within two years from the expiration of the tenancy, Owner agrees to pay Berger Realty, Inc. a commission at their then prevailing rate of the purchase price. Said commission shall be due and payable at the time of settlement.

**11. TRAVEL INSURANCE:** Refunds will not be given for cancellations or occupancy delays due to deaths in the family, medical emergencies, travel cancellations or delays, weather related events or evacuations, 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.

**12. NONREFUNDABLE TENANT PROCESSING FEE AND COMPENSATION DISCLOSURE:** The Tenant agrees to pay Berger Realty, Inc. the sum set forth in this Lease a nonrefundable processing fee. This payment shall be made upon the signing of this Lease agreement. The Tenant agrees that this processing fee is totally nonrefundable and represents the efforts of Berger Realty, Inc. in processing the rental application of the Tenant. The Landlord and the Tenant understand, acknowledge and agree that Berger Realty, Inc. represents the Landlord Only in this transaction, and the commission set forth above as well as the Tenant processing fee represent compensation from both parties to this transaction.

**13. VACATION RENTAL DAMAGE PLAN (VRD):** This lease includes a premium for VRD that insures you (the Tenant) 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 \$3,000. You will still be responsible for any damages above the policy limit, and for any damages not covered by the VRD. 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 \$3,000. Certain terms and conditions apply. Full details of the VRD are contained in the Certificate of Insurance or Insurance Policy, and can be found on-line at [www.bergerrealty.com/vrdterms](http://www.bergerrealty.com/vrdterms).

**By submitting payment for this plan, you authorize CSA Travel Protection and Insurance Services to pay directly to Berger Realty, Inc. any amount payable under the terms and conditions of the VRD. Please contact Berger Realty, Inc. if you do not wish to participate in this plan or assignment.**

**If Tenant does not wish to participate in the VRD, Tenant MUST notify Berger Realty, Inc. PRIOR to signing this Lease. Tenant shall then be required to pay a Security Deposit equal to the amount of rent being charged under this lease or \$1,500, whichever is less. Please refer to the Security Deposit Clause in this Lease for more details.**

**14. SECURITY DEPOSIT:** Security Deposit, if applicable, will be held by Berger Realty, Inc. in a non-interest bearing account and returned to the Tenant in accordance with applicable state law UNLESS THE LANDLORD NOTIFIES BERGER REALTY, WITHIN FOURTEEN (14) DAYS OF THE LEASE TERMINATION DATE, OF DAMAGES OR OTHER REASONS TO WITHHOLD DEPOSIT.