

# **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, and may be immediately 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. Please do not smoke on decks or near open doors or windows.**

**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 AGENT:** The Landlord and the Tenant understand and agree that **Berger Realty, Inc.** and its agents are not Property Managers or Rental Managers for the Property. They are acting merely as Rental Agents in this lease transaction. **Berger Realty, Inc.** and its agents shall not be liable for any claims, demands, damages or costs in any manner relating either to alleged defects, injuries or other 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 its agents shall not in any event be held liable to the Landlord or Tenant for their fulfillment/non-fulfillment of any terms of this lease.

**5. AMENITIES, APPLIANCES, REPAIRS:** Tenant shall furnish blankets, linens, towels, beach tags, and personal items. The property's amenities can be found at [www.bergerrealty.com](http://www.bergerrealty.com), 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 after the lease has been executed by both parties. 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 full 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:** Berger Realty Inc. and its agents are 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 future leases 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. REFUNDS/TRAVEL INSURANCE:** Refunds will not be given for sight unseen rentals, nearby construction, property repairs and maintenance, 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 should inquire about purchasing travel insurance through an independent insurance agency to cover some of 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 covered events occur. Travel insurance is a way to protect your vacation investment and should be considered.

**[www.vacationrentalinsurance.com/BERGERRE](http://www.vacationrentalinsurance.com/BERGERRE)**

**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):** As a part of your stay, you may purchase a Vacation Rental Damage Protection plan designed to cover unintentional damages to the rental unit that occur during your stay provided they are disclosed to management prior to check-out. If purchased, 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 VRDP. If, during your stay at one of our rental properties, an insured person causes any damage to real or personal property of the unit as a result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of repair or the actual cash value of such property up to a maximum benefit of \$3,000. Certain terms and conditions apply. Full details of the Vacation Rental Damage coverage are contained in the Description of Coverage or Insurance Policy [www.vacationrentalinsurance.com/g10vrd](http://www.vacationrentalinsurance.com/g10vrd). The Vacation Rental Damage plan can be purchased up to, and including at, check-in. By submitting payment for this plan, you authorize and request CSA Travel Protection and Insurance Services to pay directly Berger Realty, Inc. any amount payable under the terms and conditions of the Vacation Rental Damage. Please contact Berger Realty, Inc. directly if you do not wish to participate in this assignment. In the event you do not wish to purchase this plan, a Security Deposit equal to the amount of the rent being charged under this lease or \$1,500, whichever is less is required. 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.