

1701 New Jersey Avenue - North Wildwood, NJ 08260 Ph: 609.522.4999 Fax: 609.522.7774 e-mail: Rentals@IRGroupNJ.com

THIS RENTAL AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- 1. Pets. NO PETS are allowed on or in the leased premises.
- 2. **Smoking.** NO SMOKING is permitted in any Island Realty Vacation Home.
- 3. Occupancy. The maximum number of persons, including children and infants, is limited to the listed number of occupants. Each home has a maximum occupancy, which cannot be exceeded. Exceeding the above occupancy limit is a violation of the lease which may subject you to immediate eviction and forfeiture of monies on deposit. Tenant shall be responsible and liable for any fines levied during their tenancy for municipal or homeowners association infractions. Any additional guests must be approved by the Owner. Common area amenities including are permitted for renters use only. GUESTS OF RESERVED RENTERS ARE NOT PERMITTED USAGE OF COMMON AREA FACILITIES. Reserved tenants are defined as those listed on the occupancy portion of the lease.
- **4. Minors.** Renter affirms that he/she is an adult and the property will not be occupied by minors unless an adult is present.
- **5. Care of Property.** At the expiration of this rental, renter agrees to return premises to owner, in as clean and good condition as reasonable use will permit.
- **6. No Additions.** No fixtures, appliances, or air conditioning shall be installed without written consent of the owner.
- **7. Visitation.** The owner or agent shall have access to the premises during daylight hours to make repairs or to show for sale or rent. Every attempt will be made to contact the renter prior to entering the vacation home.
- 8. Sight Unseen Rentals. Renter should make every effort to view the property before executing the rental agreement. Island Realty makes no representation or warranty as to the condition or description of the property. All homes are privately owned, furnished, and decorated to the owner's taste. Island Realty will not be responsible, nor provide a refund to a renter who is dissatisfied with a home's décor.
- 9. Repairs. Please report any breakdowns or mechanical failures to our office immediately. We will arrange for repairs to be done as soon as possible. We appreciate your patience and will do everything to minimize inconvenience and expedite repairs, however NO REPLACEMENT EQUIPMENT OR REFUNDS FOR ANY MECHANICAL FAILURES INCLUDING AIR CONDITIONING AND/OR SMALL APPLIANCES CAN BE MADE, NOR WILL REFUNDS BE ISSUED FOR INCLEMENT WEATHER.
- **10.** Linen & Amenities. The renter must bring sheets, pillowcases, towels, hand towels, kitchen towels, dish rags, etc. with you. Also, you must provide your own trash bags and toilet paper. Spreads and/or comforters and pillows are on the beds. All other linen items (including pool & beach towels) are other items you should bring as well. The list of the property's amenities is listed as follows, though no warranties are given as to its accuracy.
- 11. Rentability. If vacation home is destroyed by fire, or acts of an unforeseen catastrophic nature, so as to be unfit for occupancy, either prior to, or during the term of the lease, the Owner shall return an equitable, prorated share of any rents that may have been paid in advance. The agreement shall not terminate as a result of cosmetic defects or inoperable non-essential appliances.
- **12. Subletting.** The Renter shall not sublet the premises.
- **13. Default.** Default by the Renter under the terms and conditions of this lease shall result in cause for breach of agreement.
- 14. Condominium Rules. All renters must abide by the Rules and Regulations of the owner and/or any association rules and regulations. Any renter, who exceeds the home's maximum occupancy, disturbs the quiet enjoyment of others and/or is found damaging common elements will be asked to leave or be evicted immediately without refund of payment. No parties or gatherings that include guests not listed as occupants of the property are permitted.
- 15. Cancellation. All requests by the Renter to cancel this lease must be in writing to Island Realty Group and are subject to the property re-renting and/or acceptance by the owner. All deposit money will be retained until the property is re-rented, at full price. If the property is not re-rented for full price, the difference will be due from the Renter and/or deducted from the deposit. Renter agrees that all deposits and rental monies shall be held by the owner, not Island Realty Group. Owners are liable for all monies received, and the return to Island Realty Group for disbursement should the renter be due a refund. No refund shall be disbursed to the cancelled renter prior to the arrival date originally reserved.
- **16. Agent Liability.** Island Realty Group shall not be held liable to the Owner or Renter for their fulfillment or non fulfillment of any terms of this agreement.
- 17. Commission. Not applicable\
- **18. Acceptance.** This agreement must be signed and returned with deposit within 10 days of the above date. Reservations cannot be guaranteed until deposit is received and lease is signed by both tenant and owner. This agreement is subject to the approval and written acceptance of the Owner.
- 19. Keys. All keys are to be picked up during normal business hours and returned to Island Realty Group, at 1701 New Jersey Avenue, North Wildwood, NJ. Renter will be financially responsible for the replacement of any lost keys or when necessary the cost of locks being changed. In the event, Renter gets "locked out" of their unit after

business hours, Renter will be assessed a fee of \$50.00/incident, said fee will be deducted from Security Deposit.

- 20. Agency Disclosure. Island Realty Group is working in this transaction as a Landlord Agent only.
- 21. 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 disclosable to you.
- 22. The security deposit is returned within 30 days after check-out, unless held by the owner for reported damages or excessive cleaning. In the event the damage/excessive cleaning exceed security deposit, we reserve the right to, and the renter agrees to, permit the excess fees to be placed on tenant's credit card. In the event the tenant reenters the vacation home after departure without permission, there is an automatic forfeiture of the security deposit, and funds shall be disbursed to the owner.
- **23.** Owner Acceptance. All rentals are contingent upon acceptance by the owner of the property who reserves the right to restrict occupancy as to age or occupancy limits.