

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 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 a 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.

3. Acceptance of Property: Opinions as to the condition of the Property vary from 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 Tenant and the Landlord agree that Long & Foster Real Estate 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. Long & Foster Real Estate 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 Long & Foster Real Estate or their Agents. Long & Foster Real Estate 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, 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 Landlord as soon as possible.

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 Long & Foster Real Estate. 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.

7. Commissions: Landlord agrees to pay Long & Foster Real Estate 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 on 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 Long & Foster Real Estate 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: A non-refundable processing fee on each reservation is charged to the Tenant. This fee represents compensation for the efforts and expense of the Agency in process this lease request for the Tenant and providing Guest Services Department staff to assist the Tenant. This agency also receives rental commission from the Owner for the rental brokerage services provided and administrative fees from the insurance company for administering the Security Deposit insurance Program.

9. Security Deposit Protection Plan (SDPP): If lease is less than 30 days in duration the property is covered by SDPP that covers the property 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 \$5,000. Tenant will be responsible for any damages above the policy limit, and for any damages not covered by the SDPP. If during your stay a tenant or guest 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 \$5,000. 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 <https://hello.safely.com/support-center/what-iscovered-under-my-safely-coverage>.

10. Damage/Security Deposit: Damage deposit, if applicable, will be held by Long & Foster Real Estate in a non-interest bearing account and returned to the Tenant in accordance with applicable state law (within 30 days) unless the Landlord notifies Long & Foster Real Estate within fourteen (14) days of the Lease termination date, of damages. Long & Foster Real Estate 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.

12. 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 those 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 Long & Foster Real Estate is working in this transaction as a Transaction Agent.

14. Pets: Absolutely no pets shall be permitted on the property, unless approved by the owner and a pet addendum is signed by all parties and a pet fee paid.

15. CREDIT CARD CONVENIENCE FEE NOTICE: PAYMENT BY CREDIT CARD IS OPTIONAL, HOWEVER DUE TO SURCHARGES IMPOSED BY CREDIT CARD COMPANIES, A CREDIT CARD CONVENIENCE FEE OF 2.2% IS CHARGED ON ALL PAYMENTS MADE BY CREDIT CARD, WHICH IS NOT GREATER THAN OUR COST OF USAGE. If Guest wishes to avoid this charge, we do accept payment by e-check, check or money order.

16. Beach Replenishment: From time to time the City of Sea Isle City is notified by the New Jersey Department of Environmental Protection that the City is scheduled for additional beach replenishment at some sections of the beach and the possibility exists that this could take place during the term of your lease. By signing this lease, tenants acknowledge and agree that neither the landlord named in this lease nor Long & Foster Real Estate shall be required to move tenant to a different property or location should the replenishment project impacts the property named in this lease and that no refunds will be given to the tenant

17. 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
____Bedrooms: Bedspreads and pillows placed on bed, Drawers checked, Floors swept or vacuumed, Trash cans emptied ____Bathrooms: Toilet, sink and tub rinsed out, Trash cans emptied ____General: All floors swept or vacuumed, Trash recycled in paper containers, Trash removed and trash liners replaced, Deck swept, All furniture properly arranged, Clean off gas grill when finished using (while hot) ____Trash/Recycling: Must be removed from Property - A city trash recycling drop off area is located west of the public works building (under the bridge on JFK) - Summer: Open Mon to Fri 7:45am - 2:45pm. Weekends 10am - 4:45pm. ____Return keys to Long & Foster I have read and hereby agree to be bound the T