

hch Sotheby's International Realty SEASONAL LEASE 2017

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Harvey Cedars NJ 08008
609-494-3311 800-494-3310
Fax 609-494-3488 info@hchsir.com
www.hchsir.com

Tenant E Mail Address _____
Telephone _____
Tenant Company _____
Notes _____
Date _____
Chris _____
Tenant Card _____

Tenant _____
Key _____
Owner No. _____
Unit Type _____
Person _____
Page No _____

hch Sotheby's International Realty (Hardenbergh Canetti & Hill Inc. hereinafter referred to as **us, we, our, hchsir or company**)
REPRESENTS THE OWNER /LANDLORD IN ALL LEASE TRANSACTIONS

OWNER:

TENANT:

Property Address _____ Floor: _____

CHECK-IN AND KEY RELEASE 2PM: _____ CHECK OUT BY 11AM: _____
KEYS WILL NOT BE RELEASED PRIOR TO SCHEDULED CHECK IN TIME AND ONLY AFTER PAYMENT IN FULL.

\$ _____ Total Rent *RENTAL PAYMENT CHECKS MADE OUT TO:*
hch Sotheby's International Realty rental escrow account
Advanced rent payable to **hchsir** this date _____
Advanced rent payable to **hchsir** on or before this date _____
Balance of rent payable to **hchsir** on or before this date _____
\$ _____ SECURITY DEPOSIT Payable to **hchsir** on or before this date _____

ALL PAYMENTS MUST BE RECEIVED BY US 30 DAYS PRIOR TO CHECK IN. THE RENT PAYMENTS AND SECURITY DEPOSIT PAYMENT ARE MADE OUT TO **hch Sotheby's International Realty Escrow Account** and **sent to hch Sotheby's International Realty**

OTHER DEPOSITS AND FEES MUST BE RECEIVED BY US 30 DAYS PRIOR TO CHECK IN. THE OTHER DEPOSIT PAYMENTS ARE MADE OUT TO THE OWNER AND **sent to hch Sotheby's International Realty**
THESE FEES AND DEPOSITS MAY BE IN THE FORM OF A PERSONAL CHECK. FEES ARE NON REFUNDABLE

PHONE DEPOSIT \$ _____ CLEANING DEPOSIT \$ _____ PET DEPOSIT \$ _____
HOT TUB DEP \$ _____ OTHER DEPOSIT \$ _____
OTHER DEPOSIT \$ _____ OTHER DEPOSIT \$ _____

NON REFUNDABLE FEES:

PHONE FEE \$ _____ CLEANING FEE \$ _____ PET FEE \$ _____
POOL HEAT FEE \$ _____ LINEN FEE \$ _____ OTHER \$ _____

LATE FEE FOR CHECKING OUT OF PROPERTY BEYOND CHECK OUT TIME NOTED ON THE LEASES \$ _____

BALANCE OF RENT, SECURITY, DEPOSITS AND FEES ARE DUE 30 DAYS PRIOR TO CHECK IN.

NO PERSONAL CHECKS WILL BE ACCEPTED AT CHECK IN OR DURING THE 30 DAY PERIOD BEFORE THE CHECK IN DATE FOR RENT AND SECURITY PAYMENTS

Page One of Four The Tenant Acknowledges that this is a four page lease **TENANT'S INITIALS** _____

OWNER
PROPERTY ADDRESS

TENANT

FLOOR

THIS SHORT TERM SEASONAL LEASE IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

1. All payments, including security, pet, phone and other deposits must be in U.S. funds and must be received by us 30 days prior to check in date or the lease may be cancelled and the property re-rented as per paragraph 14. If a property is rented within that 30 day period or for any reason payments were not received all payments must be in the form of secured, readily negotiable funds. I.E. cashiers checks, bank checks, money orders, cash, etc. we can not accept credit or debit cards. Prior to this 30 day period personal checks will be accepted.
2. We will deposit advance rental payments in our non interest bearing escrow account. Our commissions will be deducted from the advance rental payments. Balance of advance rental payments and all future rental payments will be forwarded to the Owner as per our agreement with the Owner. We are not responsible to the Tenant as a result of transfer of rental monies, deposits, and fees that are forwarded to the Owner. Owners are liable for all monies received.
3. There will be a \$ 35.00 service fee added to the rental balance due for returned checks due to non sufficient funds or stop payment. They will not be resubmitted for deposit. Replacement funds must be in the form of secured funds I.E. cash, certified check, money order etc.
4. The Tenant affirms that he/she is an adult and that the property will be occupied by any minor unless an adult is present.
5. The Tenant agrees to use the premises as a private dwelling only and not to sublet any part or all of the premises without securing the written consent of the Owner. Maximum number of persons, including children is limited to _____ other than occasional guests. Occasional guests, including children, is limited to _____ above the tenancy limit on a non stayover / sleepover basis.
6. On expiration of this lease, Tenant agrees to leave the said premises in a clean and neat condition, with all doors and windows locked, ready for the next Tenant's occupancy. If any rent is unpaid, or if default shall be made in any of the terms and conditions of this lease, the premises must be vacated immediately with no refund due. Keys are to be returned to us on or before check out time. Tenant's legal right to be on the property is limited to the time period stated on this lease.
7. It is the Tenants responsibility to report any and all inordinate conditions upon arrival at the rental property, not on departure. The Tenant is requested to promptly report to us any damage done to the property, or any failure of apparatus or equipment. The Tenant shall be responsible for any loss or damage to any personal and/or real property of the Owner caused by the Tenant during the term of this lease. The appliances are represented by the Owner to be in working order. In the event a television set or VCR is left for the Tenant's use, its performance is not guaranteed by the Owner. There will be no rebate, prorating of rent, or relocation for breakdown of, including but not limited to, appliances, electronic devices, apparatus, equipment ,air conditioning or any other circumstances beyond the control of the Owner or us. (see para 11)The Owner and hch Sotheby's International Realty shall not be liable to the Tenant for damages and no refunds will be given due to malfunction or failure. Utilities, including but not limited to, Cable, Internet Service, Electric, Gas ,Water, Sewer etc. are not under our control. We will make every effort to assist you during regular business hours.
8. The Tenant shall furnish towels, bed linens, and blankets. Bed sizes for this unit are _____
9. **TENANT SHALL KEEP NO PETS ON PREMISES WITHOUT OWNER'S WRITTEN CONSENT** Violation will result in immediate eviction with no refund of rental payments.
10. **NO ADDITIONAL APPLIANCES** including, but not limited to, air conditioning and hot tubs, shall be installed without written consent of the Owner.
11. **ACTS OF DISTURBANCE, DISRUPTION , NOISE, INCLEMENT WEATHER:** Neither the Owner nor hch Sotheby's International Realty shall be liable for events beyond their control which may interfere with the Tenant's occupancy, including but not limited to, Acts of God, acts of government agencies, strikes, war, inclement weather and construction noise or disruption from nearby sites. If the property is damaged by fire or unusable for causes other than the action of the Tenant so that the property is uninhabitable the unused portion of the rent shall be returned. The following are exclusions: There will be no compensation due the Tenant for, including but not limited to, mandatory or voluntary emergency evacuations, inclement weather, hurricanes etc. Renters insurance to cover these types of events is available from other independent sources not associated with hch Sotheby's International Realty at the Tenants discretion and sole cost.
12. **RIGHT OF ENTRY AND INSPECTION.** It is agreed that we shall have the right to enter the premises, by appointment, between 9:00 AM and 6:00 PM, with prospects for sale or rental. If we are requested to appear at the property or otherwise notified of a problem by an adjoining property owner or the local police, then the Tenant agrees to allow reasonable inspection of the property by hch Sotheby's International Realty. The Owner shall have the right to enter and secure the property for weather related events, including but not limited to hurricanes, flood, wind etc. with reasonable notice.
13. **SIGHT UNSEEN RENTALS:** We strongly recommend that anyone signing a lease personally preview the property beforehand. We make no warranty express or implied as to the condition or description of the property. This includes, but is not limited to, all rentals made with the assistance of the Internet and E Mail. It is understood and agreed that the Tenant must abide by his/her decision and take full responsibility for the rental. The hch Sotheby's International Realty websites, rental brochures, and amenities lists that may be supplied are believed to be accurate but not guaranteed. Any photos are believed to be current and accurate but are not guaranteed. If Tenant was unable to inspect the premises prior to signing a lease, all terms and conditions of this lease are adhered to as if the Tenant had made prior inspection. There will be no refunds or relocation for sight unseen rentals.
14. **CANCELLATION:** If the Tenant wishes to cancel this lease, he/she shall make such request in writing to us. This agreement shall be terminated only after another Tenant is secured or permission from the Owner is otherwise granted. If a cancellation is for a portion of the lease term a new lease will be executed reflecting the change in term, price and payments. The old lease will remain in effect and the money deposited on the full term lease remaining with that lease until such time as the property is re-rented and payment in full has been made. If the property is re-rented for the full rental amount, and all monies due have been received by us, a refund will be made, less a cancellation fee of 12% of the total rent shall be deducted from any rental monies to be returned. If the property is not re-rented all payments to date are forfeited and Tenant may be liable for any balances due. Tenant's lease copy must be returned to us marked cancel before a re-rental of the cancelled period can be made.
15. **SECURITY DEPOSIT:** In the amount indicated on page 1 is payable 30 days prior to check in to hch Sotheby's International Realty rental escrow account, to be returned after satisfactory inspection by the Owner after termination of this lease. Owner or their representative shall inspect the property as soon after checkout as possible and before the next tenancy. Owner shall have 72 hours after expiration of this lease to advise us in writing, of any damage. If the Owner fails to notify us to hold security, in writing, within that 72 hr period we will refund the entire security deposit to the Tenant. If the Owner instructs us to hold all or part of the security deposit, in writing, within that 72 hr period we will continue to hold the entire security deposit and will not release any portion thereof until the Owner and Tenant reach an agreement. When such an agreement is reached both the Tenant and Landlord will notify us as to the agreement and its terms, in writing, as to the agreed upon settlement and stating exactly how the security deposit should be paid. If Owner and Tenant can not agree, we may seek Court approval for distribution of the funds and deduct the costs of seeking such approval from the security deposit. Security deposit will be mailed to the Tenant by us within ten days after a satisfactory inspection. Security deposits for leases with a term of under 125 days will be held in our non interest bearing escrow account. We or our employees and agents may inspect the property as a neutral party. If we or our employees or agents inspect the property at the end of the lease, Tenant and Owner agree to be bound by our inspection report as to the condition of the property. Owner and Tenant for the Lease hereby indemnify, release and hold hch Sotheby's International Realty harmless from and agree to pay all costs, damages, judgments and expenses, including reasonable attorney's fees suffered and incurred by us in connection with or arising out of our inspection of the property after termination of the Lease and/or failure to return the security deposit to the Tenant within 30 days pursuant to NJSA 46:8-21.1 due to our failure to receive the necessary agreement between Owner and Tenant as to how the security deposit is to be applied, or due to our exercising our rights hereunder to deposit the security deposit in court and seek court approval as to the disposition of the security deposit, provided we have acted in good faith. Security deposit disputes are between the Tenant and the Landlord. If disputes can not be settled and resolved within 60 days the Tenant should file a claim in Ocean County Small Claims Court.

SHORT TERM SEASONAL LEASE 2017 (Continued from page two)

 OWNER
 PROPERTY ADDRESS

 TENANT

FLOOR


16. **TELEPHONE DEPOSIT:** In the amount indicated above is payable to the Owner, sent to us, to be returned to the Tenant by the Owner, after the telephone bills covering the entire period of tenancy are received by the Owner. The telephone number at the rental unit is _____

17. **LATE ARRIVALS:** If Tenant is unable to check in before 5:00 P.M., you must notify us and your rental agent to make arrangements for final payment and release of keys. **NO TENANT WILL BE PERMITTED TO MOVE IN WITHOUT BEING PAID IN FULL. If for some reason there is a balance due at check in it must be in the form of secured readily negotiable funds. IE: cash, money order, certified check etc. All risks for "Late Arrivals" after business hours are assumed by the Tenant.**

18. This Lease is entered into by Owner and Tenant based upon their full understanding of the meaning of all the provisions of this Lease and upon their independent knowledge of the condition of the property, and not based upon any representations made by either of them to the other, or by us. We have acted solely in the capacity of Leasing Agent for this property, and make no warranties or representations, express or implied, about the condition of the property. We are not the property manager. We, our employees and agents are not to be held liable to either Owner or Tenant for the performance of any of the terms of this Lease. Owner and Tenant agree that they are entering into this Lease without any reliance upon any representations or statement which may have been made by us, our personnel or agents of ours, and agree to indemnify and hold us harmless from any claims, actions or liability resulting from nonperformance of this Lease by either party, the condition of the property, the possibility of "double booking" or any representations or warranty made by any person which representation or warranty does not appear in this Lease, provided we have acted in good faith in performance of its duties. Tenant agrees that if there is a double booking, or the property is unavailable for any reason, the Tenant will be entitled only to a full refund of considerations paid by the Tenant. If we are able to relocate the Tenant, and the Tenant accepts this relocation the Tenant agrees to pay any difference in the rental amount. hch Sotheby's International Realty is not acting in the capacity of a "Property Manager."

19. The parties agree that mutual receipt of telefaxed, emailed, electronically transmitted copies etc. of this agreement and signatures shall be considered satisfactory for the purpose of binding the parties hereto.

20. **KEYS:** Two sets of keys will be issued at check in. If both sets are not returned to us at check out \$ 25.00 per set will be deducted from security. **UNDER NO CIRCUMSTANCES SHOULD YOU ENTER A HOME BEFORE BEING GIVEN KEYS BY OUR STAFF.**

21. **MEGAN'S LAW STATEMENT:** Under NJ 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 who may be contacted for further information as may be disclosable to you.

22. **MANDATORY RECYCLING, TRASH AND NEGLIGENCE:** The Tenant agrees to comply with state and local regulations including recycling requirements. The Tenant will be charged the costs for removal and/or sorting of recyclables that were not properly disposed of. The Tenant shall hold the Owner and us harmless for any claims, losses, actions or demands resulting from the negligence of tenants, their guests, or any disorderly conduct at the property. Any violation by the Tenant in terms and conditions of the lease will allow us to immediately declare the lease null and void and any further occupancy of the property by the Tenant is trespass. The Tenant will be charged for any fines imposed.

23. **JURISDICTION:** Owner and Tenant hereby agree to exclusive jurisdiction of the courts of the Superior Court of New Jersey, Ocean County only, for the purposes of any suit, action or other proceeding arising out of this Agreement in which we are named as a party and hereby waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding that such action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court. Owner and Tenant agree that their submission to jurisdiction in the Superior Court of New Jersey in Ocean County is made for the express benefit of all parties and hch Sotheby's International Realty.

24. **BEACH BADGES: BEACH BADGES ARE NOT INCLUDED** (Unless specifically stated as included, in writing).

25. **INTERNET SERVICE OR ACCESS IF PROVIDED IS A COURTESY AND IS NOT GUARANTEED** It is solely at the Landlord's discretion to provide these types of services. We do not have the technical capabilities to configure your PC, Laptop, or other devices to the Landlord's Internet Connection. We will not be responsible to arrange or provide for any interim internet, telephone, tv or cable services. Tenant is responsible to pay owner for any internet/toll charges incurred during tenancy.

26. **NO SMOKING IS PERMITTED** (Unless it is specifically stated in writing as permitted)

27. **ENVIRONMENTAL CONDITIONS,** including but not limited to building materials, mold, mildew, musty odors, marsh odors, bay odors, etc. hch Sotheby's International Realty and the real estate agent makes no representations or warranties regarding the Environmental Condition of the home and premises. hch Sotheby's International Realty and the real estate agent make no representation about any of the building materials used, including but not limited to creosote and pressure treated pilings, creosote and pressure treated lumber or any other materials used in the construction of the property. Tenant should make a determination upon inspection of the home before signing this lease as to whether the Tenant, Tenant's Family Members, or any other individuals that would occupy or use the home have special needs or increased risks to these types of conditions. The Tenant acknowledges and assume all risks .

28. **VALIDITY OF LEASE:** If a clause of this lease is legally invalid, the rest of the lease remains in effect. In the event that any term of this Lease varies from any terms set forth in the Agent/Company Rental Brochure or Web Site, including but not limited to the rental amount, the terms specified in the Lease shall govern absent written confirmation of a change.

29. **ENTIRE AGREEMENT:** This Lease contains the entire agreement of the Owner and the Tenant. No representations have been made by hch Sotheby's International Realty or its Agents except as set forth in this Lease. This Lease can only be changed in writing by agreement signed by both the Owner (owner's agent) and the Tenant. If the Tenant makes any changes to the printed materials of this lease and/or handwrites any language to change this lease, we reserve the right to cancel/void the lease.

30. **PRINTING ERRORS:** Amenities, descriptions, prices etc. including but not limited to, the Lease, Inventory, or Website etc are all believed to be accurate, but may change from time to time, without notice. We have made every effort to assure that the information is accurate. We assume no responsibility for errors and omissions.

31. hch Sotheby's International Realty would like to stay in contact with you by telephone, mail, and electronic media. Please indicate here if you do not want us to periodically contact and update you on market conditions and general current information about LBI. Please do not send me any information _____ Tenant initials.

32. Please provide us with an E Mail Address _____


