

## **Long & Foster Real Estate, Inc. (Formerly: NJ Realty, Inc.) - Vacation Rental Policies**

All of the properties that Long & Foster Real Estate, Inc. offers for rent are privately owned and are rented on behalf of the property owner, subject to the provisions of the Lease Agreement. Each unit is furnished and appointed by the owner to reflect their taste. Although we recommend certain standards and offer insight into the needs of the majority of our Tenants, those needs are never the same from family to family. Therefore, if you have special requirements or a particular quality in mind, we strongly suggest a personal visit to the property prior to committing to the rental. It is unfortunate, but we are unable to make other arrangements for you upon your arrival. All of our rental properties are furnished with basic housekeeping accessories, dishes, cookware, flatware, pots, pans, small appliances, etc. MAID SERVICE, LINENS AND TOWELS are NOT provided (unless specifically offered by a homeowner). These services are offered by local private companies, if desired and the tenant is responsible to pay any of these services fees. Please check the Local Business Phone Book on the website or ask your Agent for a recommendation.

**Reservations:** Reservations can be made in person, by phone, or via the internet (anytime, from anywhere!). After making a reservation we will send you a Lease Agreement to be signed and returned with deposit immediately. A reservation is not confirmed until a deposit is made and the Lease Agreement is executed. Generally a payment schedule is arranged, with payment amounts and due dates indicated on the Lease. All payments must be made in advance. The cost of your vacation rental includes rent, security deposit protection plan (SDPP) of \$50 or damage deposit of \$500.00, and processing fee of \$50.00.

**Furnishings and Equipment:** We have done everything possible to assure accuracy of the description; however we CANNOT be held responsible for printing errors, changes in furnishings by owners, or equipment failure. Re-arrangement of furniture is prohibited. All equipment should be in proper working order, but upon check-in you should report anything inoperative. After hours repairs will be limited emergency situations only. All efforts will be made to expedite repairs through the owner and/or their service company but NO REFUNDS CAN BE MADE.

**Occupancy:** The occupancy limit of each property is designated in individual unit descriptions (and on the Lease Agreement) as LIMIT. The bedding accommodations should equal this limit. Only infants/small children who sleep in cribs or similar bedding are not counted in the total occupancy. Most properties are designated by the owners as family only. Overcrowding, misrepresentation, or subletting is grounds for eviction and forfeiture of all monies paid.

**Cleaning:** All rental units are inspected by the property owners or their service before your occupancy. You are required to leave the unit clean when you vacate. Please see Check-Out Cleaning List below. Your trash should be taken to the drop-off area in Sea Isle: beneath the bridge on JFK Blvd on your way out of town – not left for the next tenant. \* If you would like to arrange for a cleaning service at the end of your stay, please ask your Agent for a recommendation. Please be aware, that both you and your cleaning service must vacate the property by 10 AM as per the terms of your Lease.

## CHECK-OUT CLEANING LIST FOR TENANTS

### Kitchen:

- Refrigerator cleaned out
- Dishwasher emptied
- Trash cans emptied
- Floor swept

### Bathrooms:

- Toilet, sink and tub rinsed out
- Trash can emptied

### Bedrooms:

- Bedspreads and pillows placed on bed
- Drawers checked
- Floors swept or vacuumed
- Trash cans emptied

### General:

- All floors swept or vacuumed
- Trash recycled in proper containers
- Trash removed and trash liners replaced
- Decks swept
- All furniture properly arranged
- Sand swept out of garage and shower
- Clean off gas grill when finished using (while hot)

### Return Keys To Agency

**Trash Removal :** Summer curbside trash & recycling collections takes place twice a week from Memorial Day Monday thru the 3<sup>rd</sup> Monday in September.

- 1<sup>st</sup> to 44<sup>th</sup> Streets = Wednesdays & Saturdays
- 45<sup>th</sup> to 70<sup>th</sup> Streets = Mondays & Thursdays
- 71<sup>st</sup> to 74<sup>th</sup> Streets = Tuesdays & Fridays

A city trash & recycling drop-off area is located west of the public works building (under the bridge on JFK Blvd). Open every day 7:45am to 2:45pm.

**Pets:** Due to the prevalence of allergies, most of our properties DO NOT permit pets in or on the premises. A few rental units will allow pets. These units are designated in the unit descriptions, and can be found in the "Pet Friendly" area of the Rental Page on the website rental search page. These properties require an additional \$150.00 or more, Pet Fee. The Sea Isle City ordinance regarding pets is:

- \* Pets must be kept on leash at all times.
- \* No pets are allowed on the beach during the summer season.
- \* Pet owners must collect and properly dispose of pet waste.

**Security Deposit Protection Plan (SDPP):** This Lease includes a premium for SDPP that insures you 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 \$1,500.00. The Tenant will be responsible for any damages above the policy limit, and for any damages not covered by the SDPP. 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 \$1,500.00. 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 [www.vacationrentalinsurance.com/10sdi](http://www.vacationrentalinsurance.com/10sdi). By submitting payment for this plan, you authorize CSA Travel Protection and Insurance to pay directly to Long & Foster Real Estate, Inc. any amount payable under the terms and conditions of the SDPP. Long & Foster Real Estate, Inc. will then reimburse Landlord for the cost of damages. Please contact Long & Foster Real Estate, Inc. if you do NOT wish to participate in this plan. If Tenant does not wish to participate in the SDPP, Tenant MUST notify Long & Foster Real Estate, Inc. PRIOR to signing this Lease. Tenant shall then be required to pay a Damage Deposit in the amount of \$500.00. Please refer to the Damage Deposit clause in this Lease for more details.

**Damage Deposit:** Damage deposit, if applicable, will be held by Long & Foster Real Estate, Inc. 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, Inc. within seven (7) days of the Lease termination date, of damages. Please note, Long & Foster Real Estate, Inc. will NOT be responsible for resolution of any dispute regarding damages and/or damage deposits.

**Check-In and Check-Out:** Most rentals are Saturday to Saturday, with a few Sunday to Sunday rentals. **Check-In time is 1PM (NO EXCEPTIONS) and Check-Out time is 10AM (NO EXCEPTIONS).** We must strictly adhere to this time schedule so that the property owner or their service can inspect and clean after each departure. Check-In and check-out occurs at the real estate office - 4914 Landis Ave, Sea Isle City. For those that are paid in full, we offer curbside Express Check-In (weather permitting). If a balance is due, you must come in to the office and pay by cash, cashiers check, or money order. The real estate office is open until 5 PM on Saturdays. If you are going to be late, you must notify us beforehand. There is no provision for late arrivals without notification.

Please be sure to return all keys to our office by 10AM on the date of Check-Out.

**Telephone/Cable/Internet Access:** Most properties are equipped with cable television. Telephone service, if provided is generally for local calls only and have a "block" to restrict direct dialed long distance calls and dial-up internet access. Use your cell phone, calling card, or a pre-paid phone card for long distance telephone calls. Only designated homes have internet access. Long & Foster Real Estate, Inc. offers free internet access in our office, with a pc in the lobby and wireless for your laptop

**Lost And Found:** We cannot be responsible for any personal items left in units. We will attempt to locate lost items for you, but it will be your responsibility to retrieve any item and in a timely manner.

**Cancellation Policy:** If you are forced to cancel an executed Lease Agreement, you will still be responsible for payment of the rent monies unless and until the unit is re-rented at the same rental amount. We will do everything we can to rent the unit for the same amount and return any monies paid. If the unit is not re-rented, there is no refund unless at the discretion of the property owner. In no case will the processing fee be refunded.

**Reservation Requests For Next Year:** If you want to reserve the same unit for the same week(s) for next year, we highly advise doing so prior to departing. All other requests are accepted on a "first come, first serve" basis. It is in your best interest to secure this rental as early as possible. Our staff of knowledgeable professionals is here to assist you in finding a vacation rental or a vacation home! We pride ourselves in offering superior customer service. Check out our website, call or just stop by. We'll do our best to accommodate your needs.

## **Long & Foster Real Estate, Inc.** (Formerly: NJ Realty, Inc.) – **LEASE TERMS & 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 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 Tenant and the Landlord agree that Long & Foster Real Estate, 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. Tenant understands that all Tenant payments are the property of the Landlord. Long & Foster Real Estate, Inc. 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, Inc. or their Agents. Long & Foster Real Estate, Inc. 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.

## **Long & Foster Real Estate, Inc. (Formerly: NJ Realty, Inc.) – LEASE TERMS & CONDITIONS**

**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, Inc. 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, 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 Property the leased property within two years from the expiration of tenancy, Landlord agrees to pay Long & Foster Real Estate, Inc. 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:** The Tenant agrees to pay Long & Foster Real Estate, Inc. the sum set forth in this Lease a nonrefundable processing fee. This payment shall be made upon signing of the Lease. The Tenant agrees that this processing fee is totally nonrefundable and represents the efforts of Long & Foster Real Estate, Inc. in processing the rental application and Lease. The Landlord and the Tenant understand, acknowledge and agree that Long & Foster Real Estate, Inc. is acting as a Transaction Agent in this transaction, and the commission paid by Landlord and processing fee paid by Tenant represent compensation from both parties to this transaction.

**9. Security Deposit Protection Plan (SDPP):** This Lease includes a premium for SDPP that insures you for unintentional and accidental damage s 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 \$1,500.00. The Tenant will be responsible for any damages above the policy limit, and for any damages not covered by the SDPP. 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 \$1,500.00. 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 [www.vacationrentalinsurance.com/10sdi](http://www.vacationrentalinsurance.com/10sdi). By submitting payment for this plan, you authorize CSA Travel Protection and Insurance to pay directly to Long & Foster Real Estate, Inc. any amount payable under the terms and conditions of the SDPP. Long & Foster Real Estate, Inc. will then reimburse Landlord for the cost of damages. Please contact Long & Foster Real Estate, Inc. if you do NOT wish to participate in this plan. If Tenant does not wish to participate in the SDPP, Tenant MUST notify Long & Foster Real Estate, Inc. PRIOR to signing this Lease. Tenant shall then be required to pay a Damage Deposit in the amount of \$500.00. Please refer to the Damage Deposit clause in this Lease for more details.

**10. Damage Deposit:** Damage deposit, if applicable, will be held by Long & Foster Real Estate, Inc 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, Inc. within seven (7) days of the Lease termination date, of damages. Long & Foster Real Estate, Inc. cannot hold damage deposits for matters of cleaning, as they are considered normal wear and tear.