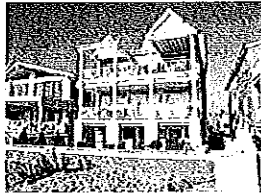


# SHORT TERM SEASONAL LEASE

## Confirmation/Signature Page

### MONIHAN REALTY, INC.

3201 Central Avenue,  
Ocean City, NJ 08226  
Office (609) 399-0998  
FAX (609) 398-1525  
rentals@monihan.com



Date :

TENANT:  
LANDLORD:  
PROPERTY:

### BREAKDOWN OF COSTS:

Rent :  
Utilities :  
Pet Fee :  
Security :  
VRDC :  
Proc. Fee :  
TOTAL :

Maximum Occupancy  
Unit Telephone#:  
Check-in Date/Time:  
Check-out Date/Time:

### PAYMENT SCHEDULE,

### SPECIAL INSTRUCTIONS:

- A. Payments must be made in accordance with the above payment schedule. Personal checks will NOT be accepted within 14 days of check-in. (Money order, cash or cashiers check only) NO EXCEPTIONS.
- B. All checks should be made payable to Monihan Realty, Inc. and sent to 3201 Central Avenue, Ocean City, NJ 08226. Please note rental property address and check-in date on all checks.
- C. This Page (page 1) and any addendums (page 4 +) must be signed and received with payment by the first payment due date.
- D. This agreement is subject to approval and written acceptance of the Landlord.
- E. This rental DOES NOT include linens, towels, paper products, beach tags or personal items.
- F. Check in time is between 2:00 PM and 5:00 PM. No keys will be given out until 2:00 PM. Check out time is 10:00 AM and all keys are to be returned by this time to Monihan Realty, Inc.
- G. Sight Unseen Rentals: Monihan Realty, Inc. highly recommends previewing the property. (See Paragraph #3)
- H. No smoking in any property, unless specifically allowed.
- I. The tenant and their guests are NOT PERMITTED to bring any pets on or in the property
- J. Special Conditions:

K. Other Terms and Conditions apply which can be found on the next two pages or on our website [www.monihan.com](http://www.monihan.com).

**\*By signing below, the Tenant and the Landlord acknowledge that they have read, understand and accept all of the Lease Terms & Conditions of this Lease\***

### A Full list of the property's amenities are below, though no warranties are given as to its accuracy.

Washer	:x:	VCR	:1:	Heat [E] [G] [O]	:E:
Dryer	:x:	# of DVDs	:1:	King Beds	:1:
Pets Allowed	:	# of Televisions	:4:	Queen Beds	:1:
Dishwasher	:x:	Internet Access	:x:	Double Beds	:
Rooftop Deck	:	Air Cond. [C] [W]	:C:	Single Beds	:6:
Porch [E] [C] [O]	:C:	Outside Shower [E,O]	:	Sofa Beds [K] [Q] [D]	:Q:
Porch Furniture	:x:	Microwave	:x:	Cot(s)	:
Outside Storage	:	# of Ceiling Fans	:	Toll Restriction	:x:
Jacuzzi	:	Garage/Carport [G,C]	:G:	Active Phone Service	:x:
Elevator	:	Non-Smoking Unit	:x:	# of Parking Spaces	:2:

## 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.** This Lease must be signed and returned with deposit by the above date. Notwithstanding any other provision contained in this Lease to the contrary, under no circumstances shall this Lease be deemed binding upon either Landlord, Tenant, or both unless and until such time as the Lease shall have been executed by both Landlord and Tenant. In the event that Landlord shall not execute the Lease, then Tenant's deposit shall be returned to Tenant. This Lease is not binding on either Landlord or Tenant unless and until it is fully executed by both Landlord and Tenant.

**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 a 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 his/her guests. Tenant is responsible for placing trash and recyclables outside for pickup in accordance with Ocean City schedules and ordinances. Smoking is prohibited on or in the properties.

**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 Landlord and the Tenant understand and agree that **Monihan Realty, Inc.** and their Agents are not Property Managers or Rental Managers for the Property. The Real Estate Broker or Agent is acting only as the Landlord's Agent and is not a property manager and has no property management responsibilities with respect to the Leased Premises and shall not be liable to the Landlord or Tenant for the fulfillment or compliance, or non-fulfillment or non-compliance, of any requirements under this Lease of either Tenant or Landlord. This clause or any portion cannot be modified without express written consent of named Agent. 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. In the event **Monihan Realty, Inc.** has made a payment to the Landlord which the Tenant withdraws or otherwise cancels such that **Monihan Realty, Inc.** never receives the funds, the Landlord agrees to reimburse **Monihan Realty, Inc.** for any such funds. Tenant understands that all Tenant payments are the property of the Landlord. **Monihan Realty, Inc.** has no authority to return any Tenant payment without the consent of the Landlord.

**5. AMENITIES, APPLIANCES, REPAIRS:** Tenant shall furnish blankets, linens, towels, beach tags, and personal items. The list of the property's amenities can be found on the **Monihan Realty, Inc.** website, 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 Landlord 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. 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.

**8. AGENCY DISCLOSURE:** Rental Agent, as listed on the confirmation page, is an authorized Agent of Monihan Realty Inc. is working in this transaction as a Landlord's Agent Only

**9. 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 Monihan 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 lease 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 rental amount or any shortfall not covered by any re-rental(s). **Tenant agrees that all monies paid shall be held by the Landlord, not Monihan Realty, Inc.** Landlords are liable for all monies received. All cancellations are subject to a \$50.00 handling charge to **Monihan Realty, Inc.**

**10. COMMISSION:** Landlord agrees to pay Monihan Realty, Inc. their prevailing rate of commission, as previously agreed to in the Rental Listing Agreement, on this Lease and any renewals within two years from the expiration of any tenancy, to the herein named Tenant, his relatives, heirs, and assigns. If the Tenant, his relatives, heirs, and assigns should purchase the leased premises directly from the Owner within two years from the expiration of any tenancy, Owner agrees to pay Monihan Realty, Inc. a commission as stated in the Rental Listing Agreement, at the purchase price. Said commission shall be due and payable at time of settlement.

**11. 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 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 above events occur. Travel insurance is a way to protect your vacation investment and should be considered. Please review the information regarding Travel Insurance enclosed with this Agreement and our Cancellation Policy. Guest Protect Rental Insurance reimburses for pre-paid non-refundable expenses due to certain unforeseeable circumstances that may result in cancellation or interruption of your vacation plans. Coverage is also provided for losses due to Travel Delays, Medical/ Dental expenses, Emergency Medical Transportation, Travel Accident and Rental Car Damage. You may contact CSA Customer Service Department at (866) 999-4018 to purchase or click on the following link: [www.vacationrentalinsurance.com/MONIHANR](http://www.vacationrentalinsurance.com/MONIHANR)

**12. NONREFUNDABLE TENANT PROCESSING FEE AND COMPENSATION DISCLOSURE:** The Tenant agrees to pay Monihan Realty, Inc. the sum set forth above as a nonrefundable tenant 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 Monihan Realty, Inc. in processing the Lease. The Landlord and the Tenant understand, acknowledge, and agree that Monihan Realty, Inc. represents the Landlord only in this rental transaction, and the commission set forth in paragraph 10 above as well as the Tenant processing fee represent compensation from both parties to this transaction.

**13. VACATION RENTAL DAMAGE COVERAGE (VRDC):** This lease includes a premium for a VRDC that insures you for unintentional and accidental damages you may cause to your rental property during your stay, provided such damage is disclosed and reported to Monihan Realty prior to checkout. The Policy will pay a maximum benefit of \$1,500. You will still be responsible for any damages above the policy limit, and for any damages not covered by the VRDC. 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 the repair or replacement of such property up to a maximum benefit of \$1,500. Certain terms and conditions apply. Full details of the VRDC are contained in the Certificate of Insurance or Insurance Policy, and can be found on-line at [www.vacationrentalinsurance.com/vacationrentaldamage](http://www.vacationrentalinsurance.com/vacationrentaldamage). By submitting payment for this plan, you authorize CSA Travel Protection and Insurance Services to pay directly to Monihan Realty any amount payable under the terms and conditions of the VRDC. Please contact Monihan Realty if you do not wish to participate in this plan or assignment. If Tenant does not wish to participate in the VRDC, Tenant **MUST** notify Monihan Realty **PRIOR** to signing this lease. Tenant shall then be required to pay a Security Deposit equal to the amount of rent being charged under this Lease or \$1,500, whichever is less. Please refer to the Security Deposit Clause in this Lease for more details.

**14. SECURITY DEPOSIT:** Security Deposit, if applicable, will be held by Monihan Realty, Inc. in a non-interest bearing account and returned to the Tenant in accordance with applicable state law **UNLESS THE LANDLORD NOTIFIES MONIHAN REALTY, WITHIN FIFTEEN (15) DAYS OF THE LEASE TERMINATION DATE, OF DAMAGES OR OTHER REASONS TO WITHHOLD DEPOSIT.**