

# VACATION Rental Agreement (Unit 3)

## 4 Bedroom Spacious Apartment

### 117 Sumner Ave Seaside Heights

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between JD, hereinafter Lessor, and Guests (see sign signature below).

**WITNESSE:** That for and in consideration of the payment of the rents and the performance of the covenants contained on the part of Guests, said Lessor does hereby demise and let unto Guests, and Guests hires from Lessor those premises described as: 117 Sumner Ave, located at Seaside Heights for a tenancy from \_\_\_\_\_ to \_\_\_\_\_ commencing on \_\_\_\_\_ to \_\_\_\_\_, 2019, subject to the following **TERMS AND CONDITIONS:**

**1. Rental Payment.** Per agreement with TripAdvisor.com/HomeAway/VRBO/AirBnb/Direct Booking

**2. Occupants.** The said premises shall be occupied by only the following individuals: Any additional individuals that Mgmt feel is residing or enjoying the premises will be charge and additional fee per day regardless of actual stay (*please print*):

- |    |       |     |       |
|----|-------|-----|-------|
| 1. | _____ | 7.  | _____ |
| 2. | _____ | 8.  | _____ |
| 3. | _____ | 9.  | _____ |
| 4. | _____ | 10. | _____ |
| 5. | _____ | 11. | _____ |
| 6. | _____ | 12. | _____ |

**3. Short-Term Rental:** It is expressly understood and agreed that this is a short-term vacation Rental Agreement and is not a lease or other long term residential tenancy agreement. This Agreement is only for the licensed use of the Property for the stated Term. It creates no property rights of Guests and no rights to renewal or for recurring usage.

**4. No Smoking.** Smoking is only allowed "outside". Evidence of smoking inside the property will result in immediate eviction and forfeiture of all amounts paid and will result in additional cleaning fee charged to tenant as excess damage cost and will be charged against the credit card on file. Cigarette butts should be disposed of properly and not thrown on the ground.

**5. No Pets.** Pets shall not be allowed.

**6. Parking.** Guests shall receive ONE parking "placard" to use with any vehicle to park for free. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any car or its contents.

**7. Quiet Enjoyment.** The Lessor fully understands that the Guests' enjoyment is paramount to their stay. However, loud or over populated or disruptive parties or indoor games are not allowed. Failure to comply with this rule results in immediate termination of stay and all monies in receipt of the Lessor shall remain in Lessor possession.

**8. Condition of Premises.** Guests will be allowed upon first entry to inspect and examined the premises.

**9. Repairs or Alterations.** Guests shall be responsible for damages or stolen items caused by his/her negligence and that of his family or invitees and guests and in addition responsible for lost rents due to Lessor inability to re-rent to incoming parties.

Initial: \_\_\_\_\_

**10. Upkeep and Cleaning.** The Guests shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender the premises to Mgnt in “*broom clean condition*”. The Guests has paid a basic charge of One Hundred Dollars (**\$100**) for cleaning, which will entitle them to a maximum of one hours of cleaning. Additional sums will be allocated for repairs, damages and/or additional time needed for cleaning should the premises be left in a lesser condition. The Guests agree that the Mgnt shall deduct costs of said services from the Credit Card on file. All garbage must be disposed in proper garbage plastic bags.

**11. Security Deposit.** A credit card on file or cash security deposit or CSA insurance will be established to secure the performance of Guest's obligations. Guests authorize Lessor to charge against the credit card on file or deduct from cash security deposit. The authorization shall secure the performance of Guests' obligations as stated plus reimbursement for any lost rental due to Guests damage. Lessor will supply to the Guests within 7 days a damage report with estimated repair cost. Said cost will be charged against credit card on file or cash deposit and any remaining balance shall be returned, without interest, to Guests. If there exist insufficient funds to cover, then Mgnt in its sole discretion can use whatever means available to collect the sums from the Guest as verifiable by their Signatures below. If guests have purchased CSA Insurance policy it will cover only accidental damages. If Mgnt deems damage was not accidental then guests will be required to reimburse the lessor by providing credit card or cash.

**12. Right of Entry.** Lessor reserves the right to enter the demised premises (without prior notice) at all hours for the purpose of inspection, and reasonable hours to make repairs and or alterations to the premises.

**13. Rules and Regulations.** Lessor's existing rules and regulations, if any, shall be posted in the units and incorporated into this lease. Lessor may adopt other rules and regulations at a later time provided that they have a legitimate purpose.

**14. Internet:** Wireless internet is provided as a convenience only and is not integral to the agreement. No refund of rents shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to internet service. It's free service provided to the guests.

**15. Air Conditioning.** Shall not be set below 70 degrees and heat shall not be set above 75, and that the fan setting shall be “Auto”. Doors and windows shall be closed when either heat or air conditioning is in operation.

**16. Dangerous Materials.** Guests shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

**17. Ordinances and Statutes.** Guests shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.

**18. Indemnification.** Guests agrees to indemnify and hold Lessor harmless from any and all liability, claims, loss, property damage or expenses, arising by reason of any injury, death or damage sustained by any person, or to the property of any person, in or on the Property during the Term of this Agreement, including Guest, additional invitees or visitors of Guest, where such injury, death or damage is caused by a negligent or intentional act of Guest, additional guest or any of Guest's visitors or invitees.

**19. Weather:** There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions.

**20. Cause for Eviction:** The Guests and all parties will be subject to immediate eviction from the property if the Guests or parties of the Guests violate any terms of this agreement, including but not limited to violation of the occupancy limits, pet provision, smoking, noise ordinate or parking. In the event of eviction from the property, the Guests shall forfeit all amounts paid and there will be no refund of money.

**21. Authorized Guests:** Mgnt (at Mgnt expense) may obtain the services of a Security Guard for safety of the guests and to protect the property. Only the Guests on the lease are allowed in the house (wristbands will be issued and spot check may be done by Mgnt and security guard to assure compliance). No swapping of the wristbands.

**22. Cumulative Right:** The rights of the parties under this lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

**23. Nonperformance.** In the event that the premises are not available due to conditions beyond the Lessor control. Then all initial sums will be return and these sums present the full and final recourse that the Guests may have.

Initial: \_\_\_\_\_

**24. Severability:** If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

**25. Attorney's Fee and Cost:** If Lessor employs the services of an attorney to enforce any condition of this agreement, to collect any amount due, the eviction of the Guests or because Guests takes any action to recover deposit not due, Guests shall be liable to Lessor for reasonable attorney fees and cost incurred by Lessor.

**26. Items Not Provided.** Pillows, Towels, and Beach Items.

**Acknowledgement:** The parties understand and accept the terms and conditions on all pages of this agreement, all occupants must sign the lease, **(if under 18 must be signed by their legal guardian or parent)**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Lessor: \_\_\_\_\_  
JD Dudhwala

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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Signature: \_\_\_\_\_

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**NOTICE:** State law establishes rights and obligations for parties regarding short-term rental agreements. If you have a questions about the interpretation of legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified persons.

Initial: \_\_\_\_\_

**CONTACT SHEET:**

Please list the names, address, phone number and email address of all the occupancy listed on the lease. **Note: All minors under 18 must list their age**

**Name: Address: Phone: Email Address: Age:**

Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Email: \_\_\_\_\_  
Cell Number: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Email: \_\_\_\_\_  
Cell Number: \_\_\_\_\_

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Cell Number: \_\_\_\_\_

Initial: \_\_\_\_\_