

SHORT TERM SEASONAL LEASE

MONIHAN REALTY, INC.

3201 Central Avenue,
Ocean City, NJ 08226
(609) 399-0998
800-255-0998



LEASE ID:

AGENT:

EMAIL:

Date of Lease:

TENANT:

Check-in Date/Time:

LANDLORD:

Check-out Date/Time:

PROPERTY:

Bedrooms: # of Baths: Maximum Occupancy:

PAYMENT SCHEDULE, payable on or before:

Description	Amount	Due
	\$0.00	
Total Due	0.00	
Total Due:	0.00	

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

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 cashier's check only) NO EXCEPTIONS. 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.

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 does not execute the Lease, then Tenant's deposit shall be returned to Tenant.

2. OCCUPANCY/USE/CARE OF PROPERTY: The maximum number of persons allowed including children is indicated above. 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-five (25) 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 property. If said premises are declared legally uninhabitable, either prior to or during the term of the lease, the Owner shall return the prorated share of any rents paid. The Tenant shall not sublet the Property without the written consent of the Landlord.

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 AND AGENCY DISCLOSURE: 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 Rental Agent, is not a Property Manager for the Landlord 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 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. Unless set forth above, utilities are included in rental rate.

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. 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 procured by Monihan Realty, Inc., 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 Landlord within two years from the expiration of any tenancy, Landlord agrees to pay Monihan Realty, Inc. a commission as stated in the Rental Listing Agreement, based on the purchase price. Said commission shall be due and payable at time of settlement.

8. CANCELLATION: All requests by the Tenant to cancel must be made in writing, emailed, or mailed directly 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 release the Tenant from this lease or the Property is not re-rented at full price, the Landlord may demand that the Tenant continue to remain obligated to the rental amount or any shortfall not covered by any re-rental(s). If the property re-rents at full price, the Landlord shall refund the Tenant the amount received by the Landlord. If the property Is not re-rented for full price, the difference will be due from the Tenant and/or be deducted from any payments received. Tenant agrees that all monies paid shall be held by the Landlord, not Monihan Realty, Inc. Landlords are liable for all monies received. For all cancellations and/or rebooking's, Monihan Realty, Inc. shall be entitled to a 14% handling charge.

9. REFUNDS: Refunds will not be given for cancellations or occupancy delays due to deaths in the Tenant's 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. If the Tenant chooses not to purchase travel insurance, the Tenant may be forfeiting their ability to qualify for a refund.

10. VACATION RENTAL TRAVEL INSURANCE: Vacation Rental Insurance may be purchased, Vacation Rental Insurance provides coverage for prepaid, nonrefundable expenses due to certain unforeseeable circumstances that may jeopardize Tenant's vacation investment and force Tenant to incur unplanned expenses. We strongly recommend Tenant purchase this valuable protection. Separate terms and conditions apply, read the Description of Coverage Policy carefully and contact CSA at (866) 999-4018 with coverage questions. To purchase, visit www.monihan.com(Go to Rent drop down, Tenant Information and click Travel Insurance) or follow the link www.vacationrentalinsurance.com/MONIHANR.

11. 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 7 above as well as the Tenant processing fee represent compensation from both parties to this transaction. Monihan Realty, Inc. may receive compensation from CSA's Vacation Rental Damage Protection & Travel Insurance Programs and other vendor services if utilized by Tenant.

12. VACATION RENTAL DAMAGE COVERAGE (VRDP): As a part of Tenant's stay, Tenant may purchase a Vacation Rental Damage Protection plan designed to cover unintentional damages to the rental unit interior that occur during Tenant's stay provided they are disclosed to management prior to check-out, if purchased, the policy will pay a maximum benefit of \$3000.00. Any damages that exceed \$3000.00 or are not covered under the plan, Tenant will still be responsible for. If during Tenant's stay at one of our rental properties, an insured person causes any damage to real or personal property of the unit as a result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of repair or the actual cash value of such property up to a maximum benefit of \$3000.00. Certain terms and conditions apply. Full details of the Vacation Rental Damage coverage are contained in the Description of Coverage or Insurance Policy, at

www.csatraveiprotection.com/certpolicy.do?product=oG-20VRD. The Vacation Rental Damage plan can be purchased up to, and including at, check-in, by submitting payment for this plan, Tenant authorizes and requests CSA Travel Protection and Insurance Services to pay directly Monihan Realty, Inc. any amount payable under the terms and conditions of the Vacation Rental Damage. Please contact Monihan Realty, Inc. directly if Tenant does not wish to participate in this assignment. In the event Tenant does not wish to purchase this plan, a \$3,000.00 security deposit or an amount equal to the full rent, whichever is less, is required.

13. 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.

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.

15. UNUSUAL CIRCUMSTANCES: Landlord and Tenant acknowledge that they are fully informed as to potential adverse consequences which can occur as a result of the occurrence of unforeseen consequences, such as the Corona Virus Pandemic, which were unknown as of the inception of any Seasonal Lease Agreements. Landlord/Tenant and Monihan Realty, as well as Monihan Realty, Inc's principals, agents and employees, all specifically agree to indemnify each other and hold each other harmless from any and all claims and liabilities which may arise as a result of any such unforeseen circumstances relating to adverse issues which may arise subsequent to the execution of any Lease Agreement or which may occur during the term of the Lease Agreement. In the event that the Tenant is unable to affect this Lease as a result of any government directive, law, regulation, etc. preventing access to or use of this property, then Landlord agrees to return, in a timely manner, any monies previously received for this Lease to Tenant.

16. PETS: Unless this provision is specifically waived in writing by the Landlord. Absolutely No Pets shall be permitted on the Property. The Tenant shall obey this and all of the Landlord's other rules for the safety and cleanliness of the Property and for the comfort and convenience of other occupants. In the event that a pet is discovered in violation of this rental agreement, then the Tenant shall be evicted with no refund forthcoming.

17. MEGAN'S LAW STATEMENT: Under New Jersey, 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 under Megan's Law and are unable to obtain such information for you. Upon closing, the county prosecutor may be contacted for such further information as maybe disclosable to you.

18. PAYMENT TERMS: This Lease must be signed and returned with a payment as stated on the Confirmation/Signature Page (Page I). The Payment Schedule states when payments are due in our office. All Payments are due by the dates indicated via personal checks, cash, certified funds, money order, or online payment portal. Personal checks cannot be accepted within 14 days of check-in,

A) **ONLINE PAYMENT SERVICE:** Monihan Realty, Inc offers, through a third-party vendor, the ability for the Tenant to make payments online using Mastercard, Visa, Discover, American Express, Debit Cards and eChecks. Tenant may access the payment portal by using the link provided. Online payments cannot be accepted with 14 days of the check-in date. Tenant understands that the online payments may subject to a convenience fee.

B) **CREDIT CARD CHARGE BACKS:** Tenant will be responsible for all charges and attorney's fees for collection of payments from Tenant directly should Tenant cancel a previously approved credit card charge without prior authorization from both the Landlord and Broker.

C) **PERSONAL CHECKS:** Personal checks must be made payable to Monihan Realty, Inc. and be received 14 days prior to check- in. Checks returned by the bank for any reason, including insufficient funds, are subject to a \$32.00 service fee which must be paid by the Tenant to Monihan Realty, Inc. prior to check-in,

19. COUNTERPARTS AND/OR FACSIMILE/EMAIL SIGNATURES: This contract may be executed in any number of counterparts, including counterparts transmitted by telecopier, facsimile or email anyone of which shall constitute an original of this contract. When counterparts, facsimile or email copies have been executed by all parties they shall have the same effect as if the signatures to each counterpart or copy were upon the same document and copies of such documents shall be deemed valid as originals.

Form of Payment: Master Card, Visa, Discover Card, American Express and debit cards are accepted at the time the reservation is booked. Personal checks are accepted as long as they are received by the due date and no later than 14 days prior to check-in date.

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

Tenant: _____ Date

Landlord: _____ Date