**SHORT TERM RESIDENTIAL LEASE AGREEMENT**

**Lease Date:**

**Property Address**:

**Tenants:**

List all names, addresses and ages

**Landlord:**

Name and Mailing Address

**RENTAL TERM:**  11/1/2021 through 05/15/2022

**TOTAL RENTAL DUE: $6,808.00**

**Payment Schedule:**

Refundable Security Deposit - $500 due 10/26/2016

**Rent Schedule:**

|  |  |
| --- | --- |
| November 1, 2021 | $1,050.00 |
| December 1, 2021 | $1,050.00 |
| January 1, 2022 | $1,050.00 |
| February 1, 2022 | $1,050.00 |
| March 1, 2022 | $1,050.00 |
| April 1, 2022 | $1,050.00 |
| May 1, 2022 | $ 508.00 (prorated $33.87 per day) |

**All payment checks are to be made payable to:**

**TENANT MUST VACATE AND CHECKOUT ON \_\_\_\_\_\_\_\_\_\_\_\_ by 10AM.**

**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.

**2. 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 Landlord. The Tenant bears the 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 tenant has not been promised anything as to the condition of the Property unless stated in this lease. The property is rented “as is”.

**3. 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.

**4. USE:** The Tenant shall take possession of and use the Property only as a private residence for not more than 2 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 eighteen (18) 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. The Tenant is solely responsible for placing all trash and recyclables in the exterior bins for pickup in accordance with the schedules and ordinances of the City of Ocean City.

**5. END OF TERM AND SECURITY DEPOSIT**: The Tenant agrees to return the Property to the Landlord at the expiration of his lease in as clean and as good condition as it was at the beginning of the lease term, except for normal wear caused by reasonable use. In addition, the Tenant agrees to repair, replace or pay for any breakage or damage to the Property, furnishings and equipment, and the Tenant authorizes deduction for these expenses, or any other amounts due from the Tenant, from the Security Deposit if applicable. All Security Deposits will be held in a non-interest bearing account. The Security Deposit may be automatically refunded ten (10) days after termination of this lease unless otherwise directed by the Landlord. The Landlord is solely responsible for monitoring the condition of the Property and advising the Tenants in writing as to the disposition of the Security.

Deposit within the time period required. If damage, excessive cleaning, utility bills, or other unpaid amounts have resulted from the actions of the Tenant, the Tenant is liable for said amounts, in full, and any appropriate amount will be deducted from the Security Deposit upon request of the Landlord. Any remaining balance will be refunded to the Tenant. The Tenant must notify Landlord in writing prior to taking possession of the property of any damage to the Property at the time of check-in. Reports received at check-out of damage existing at the Property at time of check-in will not be considered valid.

**6. ACCESS TO PROPERTY**: The Landlord shall have access to the Property to inspect the property, make necessary repairs, alterations, or improvements, supply necessary services and show the Property to possible buyers, tenants, contractors, etc. with 24 hours’ notice to the Tenants.

**7. AGREEMENT AND TENANT DEFAULT:** 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.

**8. CANCELLATION**: In the event the Tenant wishes to cancel this lease, the Tenant may do so only upon the consent of the Landlord. The cancellation request must be submitted in writing by the Tenant to the Landlord. 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 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.

**9. AMENITIES:** Unless otherwise specifically stated, the Tenant shall furnish linens, blankets, towels, and other personal items. Appliances, air-conditioning and television are not guaranteed and refunds will not be given due to breakdown. Repairs will be made as soon as reasonably possible based on the availability of repairmen and contractors.

**10. RENTABILITY**: If the leased premises are destroyed by fire, other casualty or acts of God so as to be unfit for occupancy, either prior to or during the term of the lease, the Landlord shall return an equitable prorated share of any rents that may have been paid in advance. The lease shall not terminate as a result of off-site conditions beyond the control of the Landlord or as a result of inoperable appliances at the Property.

**11. SUBLETTING:** The Tenant shall not sublet the Property without the written consent of the Landlord.

**12. UTILITIES:** Landlord will pay sewer and water. Tenants will pay cable, gas and electric and change the accounts into their names.

**13. MEGAN’S LAW STATEMENT**: Under New Jersey Law, the county prosecutor determines whether and how to pro-vide 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 may be disclosable to you.

**14. COUNTERPARTS AND/OR FACSIMILE SIGNATURES:** This contract may be executed in any number of counterparts, including counterparts transmitted by Telecopier or FAX, any one of which shall constitute an original of this contract. When counterparts or facsimile 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. The parties agree that all such signatures may be transferred to a single document upon the request of any party.

**15. ACCEPTANCE:** This lease must be signed and returned with the deposit within (3) days of the above Lease Date. The lease shall not be binding until the deposit is received and lease is fully executed by both the Landlord and the Tenant. This agreement is subject to the approval and written acceptance of the Landlord.

**16. KEYS:** Landlord will provide Tenants (2) sets of keys and shall be left at the property at the end of the lease term. It is strongly suggested that all keys are tested upon arrival.

**17. CONDOMINIUM OR HOMEOWNER’S ASSOCIATION RULES AND REGULATIONS:** If applicable, the Tenant agrees to abide by the rules and regulations of any condominium or homeowner’s association at the Property. The Tenant shall also be responsible for reasonable rules established and posted by the Landlord, which deal with the Tenant’s occupancy of the Property and maintenance of the Property. For example, the Tenant must comply with all such rules and regulations regarding use of exterior decks, use of common areas, trash disposal and collection and no smoking requirements. Notwithstanding and in addition to the foregoing, in the event the Master Deed or any other document contains a right of first refusal of a third party to

purchase the property, the Seller may cancel this contract upon written notice to the Buyer that the third party has exercised the right of first refusal.

**18. SEASONAL WINTER LEASE**: Landlord and Tenants understand and agree that the property is a seasonal rental. The Tenant is a transient guest or seasonal tenant. The New Jersey Anti-Eviction Act does not apply to this rental. Tenant MUST vacate at the end of the Term of this Lease.

**19. SHORT TERM RENTERS:** The Tenant agrees to keep the home presentable to renters who would like to view it in person for their short term vacation. Tenant will get a call from broker before bringing potential renters and will be required to give 24 hours’ notice.

**Signatures**:

The Landlord and the Tenant agree to the terms of this Lease by signing below.

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Landlord Signature Date

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Tenant Signature Date

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Tenant Signature Date