

SHORT TERM LEASE AGREEMENT

BETWEEN, VDSR, LLC (hereinafter "Owner")

Whose business mailing address is: 53 Canada Goose Drive, Hackettstown NJ 07840

AND, _____ (hereinafter "Guest")

Whose mailing address is: _____

1. **RENTAL:** The Owner does hereby lease to the Guest and the Guest does hereby rent from the Owner, the premises located at **1526 Mill Creek Road, Manahawkin, NJ 08050** (hereinafter the "Property"). The Guest agrees to rent from the Owner and the Owner agrees to lease to the Tenant/Guest Property. Owner and Guest understand and agree that the Property is a vacation rental. The Guest is a transient guest or seasonal Guest. The New Jersey Anti-Eviction Act does not apply to this rental. This Lease is valid only when accepted via signature by Owner, and may be terminated by the Owner upon default of any payments or other obligations of the Guest, as outlined in this Rental Agreement.
2. **TERM:** The term of this lease is for _____ days commencing on _____, and ending on _____.
3. **OCCUPANCY/USE/USE OF PROPERTY:** The maximum number of persons allowed to occupy Property, including children is **_____**. The Guest shall take possession of and use the Property only as a private residence for no more than the maximum number of persons. The Guest shall not allow the Property to be used for any business, professional or unlawful purposes. Trailers and recreational vehicles are not permitted on the Property. There shall be no alterations to the Property and no fixtures, appliances or air conditioners shall be installed without written consent of the Owner. No guest under the age of twenty five (25) shall be permitted to rent or occupy the Property without being accompanied by an adult over the age of twenty five (25) who signs the Agreement. Owner will rent (1) to family groups only, or (2) to non-family groups only when agreed to by Owner wherein the Guest signing the Rental Agreement is twenty five (25) years of age or older and will supervise and be responsible for members of the group that are under twenty five (25) years of age. Should Owner ascertain a non-family group occupying a property in violation of the age requirement; the group is subject to immediate termination of the Rental Agreement with no refund.

Unreasonable noise or disturbance by the Guest may result in immediate removal. Guest agrees to return premises to Owner on expiration date of Lease in as clean and good condition as reasonable use will permit and to repair, replace or pay for any breakage or

damage to the Property, furnishings and equipment. Guest is responsible for breakage or damage done by Guest and/or their guests. Pets and smoking are not permitted. A full set of Rules and Regulations is set forth on the website, attached hereto and is incorporated herein.

4. **ACCEPTANCE OF PROPERTY:** Opinions as to the condition of the Property vary from individual and are very subjective. If the Guest has not personally viewed or inspected the Property, the Guest shall not rely on any opinion expressed by a third party, including the Owner, Website or Owner Website. The Guest 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 guest personally view the property before signing the rental agreement. The property is being rented "as is".
5. **PERSONAL ITEMS:** The Owners do not provide: sheets, pillow cases, pool/beach towels, bath towels, laundry detergent, dish detergent, paper products of any kind, beach supplies, bikes and personal items unless otherwise noted in the "Detail" section of the Property on the website. Appliances, air conditioning, and amenities are not guaranteed and refunds will not be given due to breakdown. Repairs will be made as soon as possible. (Please see paragraph 8 "Repairs").
6. **PARKING:** Please be sure to comply with local ordinances and Property Rules and Regulations. Owner will not be responsible for parking tickets or towing expenses. Vehicles are not allowed in the rental parking spaces after check-out. If determined the Guest has their car parked at the property after termination of this Short Term Rental Agreement, Guest will be subject to their vehicle being ticketed and/or towed at Guest's expense.
7. **GARBAGE/RECYCLING:** The Guests are responsible to separate all trash. Please follow posted rules and regulations. The Guest will be responsible for any charges for removal or fines that are levied by the City to the Property during your specific rental period.
8. **REPAIRS:** Please report any necessary repairs to the owner between the hours of 9:00 AM to 4:00 PM at 201-913-0513 or email vdsrental@gmail.com.
9. **ACCESS:** Upon reasonable notice the Owner shall have access to the Property to provide services, inspect and/or make any necessary repairs or show the Property to prospective tenants. In case of emergency or the Guest's absence, the Owner may enter the Property without the Guest's consent.
10. **INSURANCE OF GUEST'S BELONGINGS:** The Owner DOES NOT provide insurance covering loss to any of the Guest's personal property. The Guest has total responsibility for securing protection against loss by fire or other cause to the Guest's personal property. It is the responsibility of the Guest to make sure all valuable and personal items are removed

upon checking-out of the property. Owner is not responsible for any items left behind in the Property.

11. We reserve the right to decline a rental to anyone misrepresenting themselves in any fashion. At times due to reasons beyond the Owner's control but not limited to a double booking, death of an owner or foreclosure, a comparable rental may be offered to Guest. Should Guest refuse any comparable rental(s), Guests' sole remedy shall be limited to amounts paid to Owner will be refunded to Guest in full.
12. **KEYS:** All keys given and held by the Guest are to be returned at the termination of this rental agreement. There is a \$25 charge for each set of keys, fobs, or swipes not returned and/or lost. This will automatically be charged against the security deposit.
13. **CHECK-OUT:** Prior to 10:00 AM on scheduled departure date. When checking-out Guests must be mindful of the next family and be sure the following items are completed.
 - A. Remove personal belongings.
 - B. All trash and recyclables must be placed in their proper receptacles and set curbside on appropriate date.
 - C. All utensils and dishes utilized must be washed and placed away where they were found.
 - D. General cleaning of each unit must be completed. Each unit must be left in a good clean condition.
 - E. All keys must be returned to the Owner.
14. **CLEANING SERVICE:** It is the obligation of the Guest to surrender the Property in good, clean condition by the time specified in the lease agreement. Owner reserve the right to deduct a fee of \$ from the security deposit if the Property is not left in good clean condition. Prior to arrival each Property is checked and cleaned/sanitized by Owner or owner cleaning service. Daily Cleaning is not included.
15. **SUBLET:** Tenant may not sublet the Property or allow any unauthorized Guests to stay at the Property.
16. **SECURITY DEPOSIT:** Guest shall make a security deposit in the amount of \$. The deposit is provided to ensure compliance with the terms of the Agreement and that the property is surrendered in good, clean condition by the time specified in the Agreement. In the event of no deposit or insufficient deposit, the Guest agrees to pay for damage or unclean condition. Security deposits in the form of a check will be returned by mail, if the Property is

left in satisfactory condition (no damages), keys are returned and items such as trash and recycling have been handled in accordance with local laws.

Upon Guest's departure an Owner will contact the Guest to detail the nature of the security hold, if any, and Guest will be expected to respond. If Guest does not respond within ten (10) days, deposit will be forfeited to the Owner.

The balance of any unused portion of the security deposit shall be returned to Guest within fourteen (14) days of departure.

17. VIOLATION OF LEASE AGREEMENT: Upon violation of the following terms and conditions, specifically any occupancy limits, parking, noise and/or trash complaints the lease is subject to immediate revocation, and Guest is subject to immediate removal from the Property and, the security deposit will be forfeited for cleaning and other expenses.

18. FORCE MAJEURE: In the event your stay at the vacation rental becomes impossible or uninhabitable for any reason outside Owners control, including (but not limited to) natural disasters, fire, evacuation orders, noise from offsite beach replenishment activities or other acts of government agencies, we will do our best to make alternative arrangements for you where possible. If we cannot then Owner shall refund all monies paid. No refund shall be made for inclement weather unless Owner initiates the cancellation. This will be the full extent of our liability to Guest in such circumstances, and we will not be responsible for any other costs connected with any such cancellation.

19. CANCELLATION POLICY: Please note that in the event the Guest wishes to cancel this lease, he/she/they shall make such request in writing to vdsrental@gmail.com. Reservations secured by a check, credit or debit card can be cancelled with a full refund up to ten (10) days from initial payment. Guest acknowledges that the Owner will not permit a refund after the said ten (10) day period.

20. CAMERA DISCLOSURE: "Ring" security camera(s) with audio is installed at the front door and back yard of the Property. Guest hereby acknowledges that this camera with audio is in place for security purposes and may be monitored.

21. BULKHEAD/ DECKS: Guest hereby acknowledges that Guest is renting a waterfront Property and agree that in exchange for the right to use the bulkhead perimeter and decks at the Property, that they agree to the below terms.

A. Access to the water from the deck or bulkhead is expressly prohibited.

B. Guests hereby waive any rights, claims, and/or liabilities against the Owner, and/or any employees, agents, or assigns of the Owner, regarding any and all injuries incurred in or around

the bulkhead and decks.

C. Water toys of any kind found at the house are made available as a courtesy and in no way will reflect any responsibility or liability on the part of the Owner, and/or any employees, agents, or assigns of the Owner.

D. Guests acknowledge that the decks are constructed with Trex decking which can be slippery. Guests acknowledge the risks, agree to wear proper footwear, use the safety railings and assume all risk relating to this condition.

22. SIGNATURES: This Agreement may be executed in counterparts and electronic or facsimile signatures shall be binding.

OWNER:

VDSR, LLC

Date

GUEST(s):

(Signature of Guest 1)

Date

By: _____
(Printed Name of Guest 1)

(Signature of Guest 2)

Date

By: _____
(Printed Name of Guest 2)

(Signature of Guest 3)

Date

By: _____
(Printed Name of Guest 3)

SCHEDULE A **RULES AND REGULATIONS**

- 1.** Guests shall not smoke on the premises.
- 2.** Guests shall not keep pets on the property.
- 3.** Guest will set garbage and recyclables outside in the provided designated containers in accordance with the municipal trash regulations and pickup days, which are included in the Welcome Book. All trash must be put out bagged and in cans to avoid seagull attacks; all recyclables must be put out loose in the cans or stacked/bundled neatly for oversized items. For both, cans must be placed in the corral in time for early morning pick up. Failure to follow these regulations may result in a charge against the security deposit.
- 4.** On expiration of the time designated in the Rental Agreement, Guest will leave the premises broom-clean and ready for occupancy in accordance with the check-out list in the Welcome Book.
- 5.** Guest will not move furniture (including but not limited to tables, couches, or beds, both inside and on the deck) from initial settings established by Owner without prior approval by Owner or Owner's Representative. Guest agrees to pay \$150 per item of furniture to restore rooms to original setting.
- 6.** At the end of Guest's stay, the Owner, or its Agent, shall conduct a preliminary "check-out inspection" to determine if there is any immediately obvious need to place a hold on the security deposit. Owner reserves the right to further and more carefully inspect the premises and report any need for a hold on the security deposit as set forth in the Rental Agreement.
- 7.** Guest acknowledges that electronic shades located on the main and bedroom levels function solely with the use of the remote control or electronic buttons and shall not be pulled on or pushed aside at any time. Misuse may incur charge. Problems must be immediately reported to Owner or Property Managers.
- 8.** Guest agrees that appliance repairs, in the event of a breakdown, are contingent upon the availability of parts and services.
- 9.** Guest is subject to the local, state, and federal laws regarding the consumption of legal and illegal substances. The consumption of alcohol by minors on the property is strictly prohibited.
- 10.** Guest recognizes that locked areas are off-limits and any attempt to access these areas constitutes grounds for immediate termination of the rental agreement and forfeiture of security deposit.

- 11.** Garage and the locked Owner closet aren't available for Guests use.
- 12.** No access or use of deck for any watercraft or swimming activity is permitted.
- 13.** Guest shall supply their own linens/towels or Guests may opt to rent through a local rental service.
- 14.** There shall be a \$75 charge per lost beach badge replacement (6 passes included).
- 15.** Weekly rentals shall be Sunday to Sunday.
- 16.** 10am check-out time / 2pm check-in time. There shall be a late checkout violation charge of \$75 per 30 min.
- 17.** 50% of the rental fee is due upon booking. The balance and security deposit are due thirty (30) days prior to rental date. A security deposit is required per the Rental Agreement.
- 18.** Only personal or bank checks will be accepted for rental payments. All payments shall be made payable to VDSR, LLC, and mailed to 53 Canada Goose Drive, Hackettstown, NJ 07840.
- 19.** Guest shall comply with municipal noise ordinances and any excessive noise may result in immediate termination of the Agreement and removal of the Guest.