



SAMPLE

106 Ocean Avenue
PO Box 1287
Pt. Pleasant Beach, NJ 08742

RENTAL

Phone: 732-892-2700
Fax: 732-295-8869

AGREEMENT

www.Ward-Realty.com
info@ward-realty.com
2014 Vacation Rental Agreement

RESERVATION #: 0000012345	Rent: \$3000.00
RENTER: James Ward	Refundable Security Deposit: \$250.00
ADDRESS: 106 Ocean Avenue Point Pleasant Beach, NJ 08742 (732) 892-2700	Administrative Fee(s): \$25.00 + \$45.00 = \$70.00
E-MAIL: james@ward-realty.com	Total Cost of Reservation: \$3320.00
Booking Date: 01/01/2014	Deposit Received to date: \$1000.00
Check-In, 2PM: Saturday July 26, 2014	Rental Payment due: 02/01/2014 \$1160.00
Check-Out, 10AM: Saturday August 2, 2014	Balance due : 05/01/2014 \$1160.00

Property: WARD106A: 106 A Ocean Ave. Apt: A Pt. Pleasant Beach NJ 08742

KEY #: 320 **Property Owner:** Ward Family Properties, LLC **Sleeps:** "PER POSTED C/O"

Amenities: handicap access, dishwasher, w/d, microwave, a/c central, no smoking, color TV, cable-hookup, gas grill, VCR, wifi internet, parking, outside shower, coffee maker, toaster, No Pets, (6) beach tags provided by owner, Tenant to provide own linens & towels.

INITIAL PAYMENT & SIGNED RENTAL AGREEMENT MUST BE RECEIVED BY: JANUARY 10, 2014

(Subject to cancellation if payment not received on or before due date)

If paying by check please make out to: Ward Realty (all payments must be submitted by leaseholder only)

Notes::: # Car Parking: 2 – in designated parking space

BED SIZES::: Queen: 2 Twin: 2 *rental includes 6 badges to the beach*

BED LINEN/TOWEL RENTALS AVAILABLE FROM www.COASTALLINEN.com

RENTAL AGENT: JAMES WARD

RESERVATIONS & PAYMENTS: Rental payment may be made by check, cash, money order or cashier's check; or electronic check (ACH) through our website rental payments page: www.ward-realty.com/payment-options.html via "VACATION RENT PAYMENT", an authorized, secure 3rd party vendor. All payments are to be submitted by person named in the lease only. Your signed lease agreement must be received by our office no later than 10 days after initial deposit or reservation may cancel. All advance rent amounts and security deposits, if applicable, will be deposited in our non-interest bearing trust account at Ocean First Bank, Arnold Avenue in Point Pleasant Beach, NJ. Any returned checks will incur a \$30.00 fee & added to your balance.

CANCELLATION POLICY: Tenant must make **written request** for cancellation of this lease through Ward Realty.

The lease shall terminate only after another tenant is secured at similar terms and conditions. In all cases any deposit or rents paid, less a cancellation fee of 12% of gross rents due will be retained by Ward Realty for services rendered. Any remaining balance will be returned to Tenant less non-refundable administrative fees.

Tenant Initial

"GLAD TO HAVE YOU", by WARD REALTY: Rental guests of Ward Realty will receive an invitation to download our exclusive "beach/rental mobile app" prior to arrival (and after rental balance is paid in full) for practical uses such as: before, during, and after stay communication ~ directions to the property ~ property-specific information. Additionally, local information including events, dining & shopping guide, area attractions & more are also available at your fingertips. View details on our website.

****SECURITY DEPOSIT of \$250.00 is due on or before final payment date of: MAY 01, 2014 by personal check, or ACH electronic check (unless check-in date is within 45 days, then cash form payment only shall be accepted).** Owner must send written notification to Ward Realty and Tenant itemizing any charges to be claimed. Tenant shall return property in as good condition as it is received, THOROUGHLY CLEANED.

LEASE BECOMES NULL AND VOID IF NOT SIGNED AND RETURNED BY TENANT WITHIN 10 DAYS

****ACCIDENTAL DAMAGES TO RENTAL PROPERTY:** Accidental damage protection is included for any damages or accidents, subject to ARDI policy exclusions and limitations that occur to the premises during your rental period. Tenant must immediately report to Ward Realty any damage to the rental or contents at time of damage/accident or ARDI coverage may not provide protection. Any damage or accident that is not covered under the policy will be the responsibility of the leaseholder. Each Owner requires a separate, fully refundable cash security deposit as specified in this lease agreement.

OPTIONAL TRIP CANCELLATION INSURANCE by TRAVEL GUARD (call 1.877.249.5376): To Purchase Trip Cancellation Insurance NOW: <http://buy.travelguard.com/TGI2/proc/stateselector.aspx?br=agentlink&arc=214301&agencyemail=kathleen@ward-realty.com&agentlinksp=yes>



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This plan provides insurance coverage that only applies during the covered trip. You may have coverage from other sources that provides you with similar benefits but may be subject to different restrictions depending upon your other coverages. You may wish to compare the terms of this policy with your existing life, health, home, and automobile insurance policies. If you have any questions about your current coverage, call your insurer or insurance agent or broker. Coverage is offered by Travel Guard Group, Inc (Travel Guard), California lic. no.0B93606, 3300 Business Park Drive, Stevens Point, WI 54482, www.travelguard.com. CA DOI toll free number: 213-897-8921. This is only a brief description of the coverage(s) available. The Policy will contain reductions, limitations, exclusions and termination provisions. Insurance underwritten by National Union Fire Insurance Company of Pittsburgh, Pa., a Pennsylvania insurance company, with its principal place of business at 175 Water Street, 18th Floor, New York, NY 10038. It is currently authorized to transact business in all states and the District of Columbia. NAIC No. 19445. Coverage may not be available in all states. Your travel retailer may not be licensed to sell insurance, and cannot answer technical questions about the benefits, exclusions, and conditions of this insurance and cannot evaluate the adequacy of your existing insurance. Travel assistance services provided by Travel Guard. 1645 05/10/13

AGENCY DISCLOSURE: WARD REALTY represents the Owner in all rental transactions. It is distinctly understood and agreed that WARD REALTY is acting as AGENT only and shall not in any event be held liable to the Owner or Tenant for the fulfillment or non-fulfillment of any of the terms of this lease.

TENANT CONDUCT: Vacation homes are NOT RENTED TO HIGH SCHOOL or COLLEGE GROUPS, regardless of age. Tenant will observe "Quiet Hours 10:00 PM to 8:00 AM" and confirms there will be no LOUD PARTIES or DISORDERLY CONDUCT or interfere with their neighbor's peaceful enjoyment of their property or Owner may void this lease, Tenant shall vacate immediately with no refund of rent. Tenant will be responsible for any fines, penalties and legal costs incurred by the Owner as a result of any such violation by the Tenant under the "Animal House Ordinance." Any group misrepresenting themselves may be denied occupancy and no refund of rents will be made.

AS-IS: Our rental properties are individually owned furnished, equipped and maintained according to the owner's taste. All properties are equipped for basic housekeeping. Owner is responsible for obtaining annual rental certificate of Occupancy inspection and rental license. Owner agrees to have all house systems (HVAC, plumbing, electrical) and appliances in good working order. In the event of failure of any system or appliance the Owner will make reasonable effort to make repair. However, Tenant shall not be entitled to any compensation for any such failure. **Owner is not responsible for propane tank refills.**

RESTRICTIONS: No air conditioning shall be installed without written consent of owner. **No pets allowed** in any rental home unless Tenant receives written permission of the Owner. If pets are discovered in a rental not allowing pets Tenant must vacate the premises immediately with no refund of rents. Tenant will be held responsible for all additional clean-up for costs such as but not limited to: flea fumigation, steam clean of carpeting and stuffed furnishings, etc. **TENANT** by local ordinance may not park on front lawn. Tenant will not install portable swimming pools, park RVs or boats on the rental premises. Tenant will not cause or allow damage to be caused whether by act, neglect or abuse to the real or personal property of the Owner. Tenant will not place house furniture outside or rearrange furnishings in the house.

Tenant Initial

ACCOMMODATIONS CAPACITY: Occupancy is established by municipal ordinance and inspection of the rental premises. Posted C/O limits include adults and children and must be strictly observed. Exceeding this occupancy limit is grounds for eviction with no refund of rents.

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LOSS OF USE: In the event that the rental premises becomes uninhabitable prior to rental period, or in the event of an error in reservation procedure or change in the ownership which precludes occupancy by Tenant, Agent reserves right to effect appropriate corrective action without loss to Agent. Liability to Agent/Owner is limited to rental monies paid by Tenant. Notification of such corrective action will be provided to Tenant at the earliest possible time. Tenant understands that their sole recourse under this lease agreement is with the Owner.

ACCESS: The Landlord or their agent(s) may enter the rental premises at any reasonable hour in the daytime to make inspections, make repairs or to show the property for sale or rent.

NO SUBLET: Tenant understands this lease may not be assigned to any other party nor any sublet of the rental premises without the written permission of the Owner.

LEGAL NOTICE: Ward Realty has made no inspection of the rental premises and makes no representation or warranty, expressed or implied as to the safety conditions or suitability of the rental premises or any part of the rental property including but not limited to any special features such as decks, stairs, balconies, swimming pools, hot tubs. The owner and tenant agree to hold harmless and indemnify Ward Realty against any claim brought against owner or "Broker" for accidental bodily injury sustained at the premises. This indemnification shall include any judgment against the broker and any legal expenses in connection with the broker's defense against the claimant. The term "broker" means the listing broker, the renting broker and any sales personnel or employees of Ward Realty.

The terms conditions & provisions of this lease shall be deemed to be severable. If any clause or provision contained herein should be judged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, that clause shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

- A) THIS HOME MAY BE LOCATED IN A FLOOD HAZARD ZONE. THE OWNER AND/OR REAL ESTATE BROKERS REPRESENTING THE PARTIES WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO PERSONAL PROPERTY, INCLUDING AUTOMOBILES, DURING THE TERM OF THIS LEASE.
- B) TENANT SHALL NOT BE ENTITLED TO ANY REFUND DUE TO UNFAVORABLE WEATHER CONDITIONS, INCLUDING MANDATORY EVACUATION ORDERS. IF STATE OR LOCAL AUTHORITIES ISSUE A MANDATORY EVACUATION OF AN AREA THAT INCLUDES THE SUBJECT PROPERTY, THE TENANT IN POSSESSION OF THE PROPERTY SHALL COMPLY WITH THE EVACUATION ORDER.
- C) TENANT IS RESPONSIBLE FOR REMOVAL OF ALL GARGABE AND RECYCLING FROM PROPERTY AT EXPIRATION OF LEASE (check-out), OR A HANDLING FEE OF AT LEAST \$50.00 MAY BE CHARGED AGAINST SECURITY.
- D) TENANT SHALL PROVIDE THEIR OWN LINENS AND TOWELS AND MAY NOT MOVE OR RELOCATE ANY FURNISHINGS INSIDE THE RENTAL PROPERTY.
- E) ALL LEASES INCLUDE A NON-REFUNDABLE ADMINISTRATIVE FEE, NO EXCEPTIONS. ACCIDENTAL RENTAL DAMAGE INSURANCE IS INCLUDED IN THE ADMINISTRATIVE FEE.

Tenant Signature

Date

Owner or Agent for Owner:

JAMES WARD

(Tenant Name)

****PAYMENTS MAY BE MADE ONLINE USING LINK:** <http://www.ward-realty.com/Payment-Options.html> (CTRL key & click link)

WARD REALTY ACCEPTS E-CHECKS, PERSONAL CHECKS, MONEY ORDERS AND CASHIER'S CHECKS. BALANCE MUST BE PAID IN FULL NO LESS THAN 45 DAYS PRIOR TO RESERVATION START DATE.

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