



## Rental Terms & Conditions

Re/Max Surfside requires a valid, fully signed lease in order to lease a rental property. An initial deposit is also due within 10 days of booking. Deposit details will be on your rental lease.

Below are the Terms & Conditions, as outlined in our rental leases.

- CHECKS PAYABLE TO** **RE/MAX SURFSIDE.** Personal checks are not accepted within 30 days of check in date.  
Please note: International guests must pay with US Dollar World Money Order or Cashier's Check with an affiliated United States Bank printed on the check.
- PAYMENT OF BALANCE** A deposit of 50% of total rental charge and processing fee of \$25 is due within ten (10) days of booking to confirm your reservation. Balance due and security deposit must be paid within thirty (30) days of your arrival.
- PROCESSING FEE COMPENSATION** A non-refundable \$25 processing fee will be applied to all reservations. This is additional to any rental fees and security/damage/cleaning deposit charges for the reservation. The fee is assessed to cover lease preparation, bookkeeping, mailing and processing of the reservation. \_\_\_\_\_
- ACCEPTANCE & TENANT DEFAULT** Leases are valid only when accepted by Landlord in writing & may be terminated by Landlord upon default of any payments or other obligations of Tenant, as outlined in said Lease.
- MAINTENANCE/ REPAIRS** Rental properties are owned and operated by individual Owners and reasonable effort is made by the Owner to keep each property and its equipment in good working order. **Tenants should report any maintenance concerns IMMEDIATELY UNPON CHECK IN, not on the day of check out as to not incur a charge.** RE/MAX SURFSIDE will arrange for repairs to be made by the Owner as quickly as possible. Repairs may be delayed due to vendors obtaining parts or availability. **Replacements are not provided and there will be no rebates or discounts of rent as a result of any breakdowns/failures.**
- DAMAGE** Tenant shall be responsible for any loss or damage to property & its fixtures or personal property of Owner during the term of their lease.
- TENANT OBLIGATIONS** Tenant agrees: To pay the rent as specified and in the event of a default to forfeit all payments made on account and all rights under their Lease; not to assign the Lease nor sublet the premises; not to use or occupy the premises for any purpose other than a dwelling for NO MORE THAN **8\*** PERSONS, INCLUDING CHILDREN, AND ALL GUESTS. EXCEEDING THIS LIMIT OR ALLOWING UNDUE NOISE OR DISTURBANCE SHALL BE CAUSE FOR IMMEDIATE EVICTION. Tenant agrees to be responsible for ensuring all persons in rental party understand and adhere to terms and conditions of the lease agreement and any rules/regulations of the property. Tenant also agrees to keep and maintain in good repair furniture and fixtures; to leave property in a clean and orderly condition as found, and ready for the next tenants; and to abide by all local ordinances, including recycling, to which Owner must comply. In addition to cleaning the unit, Tenant must: return all furniture to original positions, empty/clean out refrigerator, empty dishwasher, remake beds after removing personal bedding, take out trash and recycling and return keys to our office. FAILURE TO ABIDE BY ANY OF THE ABOVE WILL RESULT IN A DEDUCTION FROM THE DAMAGE AND CLEANING DEPOSIT.  
**\*Number of maximum guests will vary based on the property, and will be noted in a tenant's rental lease.**

**AMENITIES**

Unless otherwise specifically stated, Tenant shall furnish linens, blankets, towels, beach tags and other personal items. If a telephone is provided in property, toll calls must be charged to Tenant's home or credit card. Unless set forth above, utilities are included in rental rate.

Any amenities noted on a tenant's rental lease are deemed to be accurate, but are not guaranteed.

**PERSONAL PROPERTY**

Owner (or authorized representative of owner) or RE/MAX SURFSIDE, shall NOT be responsible for any personal belongings believed to be left behind by Tenant or anyone in their party. If items are located and Tenant or anyone in their party requests items to be returned, Tenant authorized a minimum charge of \$25 plus postage fees due from Tenant prior to items being mailed back or will be deducted from Security Deposit.

**NON-LIABILITY OF OWNER OR RENTAL AGENT**

Owner and Tenant acknowledge and agree RE/MAX SURFSIDE, its agents, employees and representatives, are acting as a Transaction Broker only and shall not in any event be held liable to the owner or the Tenant for the fulfillment or non-fulfillment of any terms or conditions of a rental lease, or any act or omission by either the Tenant or Owner. It is further understood and agreed that RE/MAX SURFSIDE is not a property manager and is not managing this property. RE/MAX SURFSIDE is acting merely as a rental agent in this lease transaction. The Owner and Tenant agree to indemnify and hold RE/MAX SURFSIDE harmless, to the fullest extent permitted by law, for any loss, claims, demands, damages or costs for any personal injury or property damage, suffered by Owner or Tenant, its invitees or guests, in any manner relating to or arising from the rental of the Property, including from alleged defects or problems with the property or to any other circumstances surrounding the rental, including but not limited to civil rights violations, invasion of privacy or any other cause of action in law or in equity.

**ACCEPTANCE OF PROPERTY**

Opinions as to condition of Property vary from individual to individual & are very subjective. Tenant shall not rely on any opinion expressed by a third party. If Tenant has not personally viewed or inspected Property, all terms and conditions of a lease are adhered to as if the Tenant had made a prior inspection. **Tenant bears sole risk of renting Property sight unseen & in not being satisfied with condition of Property at time of check-in. It is highly recommended that Tenant personally inspect Property before signing a Lease. Tenant has not been promised anything as to condition of Property unless stated in their rental lease. Property is rented "as is".**

**PETS**

**ABSOLUTLY NO PETS ARE ALLOWED ON THE PREMISES** unless this provision is specifically waived in writing by Owner. This clause does not ensure other pets have not been at the Property. If a pet is discovered in violation of this rental agreement, Tenant shall be evicted with no refund forthcoming.

**ACCESS TO PROPERTY**

Owner or his agent, shall have access to Property, during reasonable hours, to inspect property, make necessary repairs, alterations, or improvements, supply necessary services and show the Property to possible buyers, tenants, contractors, but Owner agrees not to exercise said right in such a way as to unreasonably interfere with the quiet enjoyment of the Tenant.

**TRANSFER OF OWNERSHIP**

In the event the property is sold during the Tenant's occupancy, Owner shall assign this Agreement and any deposits paid by Tenant to the new Owner and shall have no further liability hereunder.

**END OF TERM & SECURITY (DAMAGE/CLEANING) DEPOSIT** Security Deposits will be held in noninterest-bearing Trust account. Owner is solely responsible for monitoring condition of Property at the termination of the Tenant's occupancy, prior to new Tenant's check-in. Security Deposit may be automatically refunded within (30) days of termination of the lease unless otherwise directed by Owner by writing a detailed explanation to Tenant and RE/MAX SURFSIDE. If damage, excessive cleaning, utility bills, or other unpaid amounts have resulted from actions of Tenant or Tenant's party, Tenant authorizes said amounts to be deducted from Security Deposit to repair, replace or pay for any breakage or damage to Property, furnishings and equipment, violation of occupancy covenants, lost keys, late check out fees and alike. A late check out fee of \$150 may apply. A charge of \$10 per key will be deducted to replace lost keys. Remaining balance will be refunded to Tenant. **Tenant must notify RE/MAX SURFSIDE of any damage to Property at check-in. Reports received at check-out of damage at Property at time of check-in will not be considered valid.**

**SMOKING** This is a **NON-SMOKING rental**. Guests and Guest's invitees agree not to smoke inside property or on decks/porches. If this rental property has any Common Areas shared with other units, Guests and Guest's invitees agree not to smoke in Common Areas. In the event smoking is discovered in violation of this rental agreement, Tenant shall be evicted with no refund forthcoming.

**CANCELLATION** In the event of cancellation by the Tenant, the disposition of any deposits made is up to the Owner. If the Owner agrees to absolve this lease agreement on Tenant's behalf, payments will be refunded only when the property is re-rented at no loss to Owner and 12% of such refund and \$25 processing fee shall be deducted and remitted to RE/MAX SURFSIDE as a fee for re-renting services. Tenant is responsible for all lease payments until the property is re-rented at no loss to the Owner.

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

**MEGAN'S LAW STATEMENT** Under New Jersey Law, the county prosecutor determines whether and how to provide notice of presence of convicted sex offenders in an area. In their professional capacity, real estate licensees are not entitled to notification by 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.

**DISCLOSURE** It is clearly understood by both Owner and Tenant that as a member of New Jersey REALTORS® and Cape May County Multiple Listing Service, RE/MAX SURFSIDE subscribes to a code of ethics that establishes obligations to Buyers, Tenants, and Landlords. These obligations are supplemented by Standards of Practice. It is these standards that are periodically revised. Standard of Practice 21-14, adopted November, 1992, (effective January 1993) reads as follows: REALTORS, acting as agents of the Sellers/Landlords or as subagents of listing brokers, shall disclose that relationship to Buyers/Tenants no later than execution of any purchase or lease agreement.

**CONSUMER INFORMATION STATEMENT** By signing a lease, the Landlord(s) and Tenant(s) acknowledge they received the Consumer Information Statement on New Jersey Real Estate Relationships from the brokerage firms involved in this transaction prior to the first showing of the property. (Only applicable for rentals longer than 90 days.)

**DECLARATION OF BUSINESS LICENSE RELATIONSHIP(S)** I, Christine Rothwell as an authorized representative of RE/MAX SURFSIDE am working in this transaction as:  
[ ] Landlord's Agent Only [ ] Tenant's Agent Only [ ] Disclosed Dual Agent [X] Transaction Broker

**CREDIT CARD / ACH PAYMENTS** For your convenience, RE/MAX SURFSIDE customers have the option utilize an online ACH or credit card process service to pay their rent using Visa, Mastercard or Discover. If you elect this option a (\$2.95) transaction fee and a convenience fee of 3.5% of the funds due will be added to the charge. (These are retained by the processor PayLease, not RE/MAX SURFSIDE or Property Owner and are subject to change at the discretion of PayLease).

If Tenant choses to make their payment using Paylease they waive their right to initiate any chargebacks or holds placed on payments they initiated and are agreeing to pay their rental in full as stated in this lease agreement. Credit cards can only be accepted with permission of the Owner. If accepted, the tenant and Owner agree that the Tenant shall have 3 days after the receipt of payment by RE/MAX SURFSIDE to cancel the charged payment. If the cancellation notice is not received during this period, the request will not be honored, and the disposition of the money credited RE/MAX SURFSIDE will be governed by the terms of the lease.

**CREDIT CARD AND ACH PAYMENTS MUST BE MADE 30 DAYS IN ADVANCE OF YOUR CHECK IN DATE TO ENSURE CLEARING PRIOR TO YOUR ARRIVAL.**