



Brigantine Realty

brigantinesummerrental.com

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Summer Rental Lease 2015

Landlord: \_\_\_\_\_

Renting Agent \_\_\_\_\_

Listing Agent \_\_\_\_\_

This lease is protected under New Jersey copyright laws. No reproduction without written permission from Weichert Realtors, Brigantine Realty. This is a legally binding contract that will become final within 3 business days. During this period you may choose to consult an attorney who can review and cancel this lease. See "Attorney Review" for details.

The Landlord and the Tenant agree to lease the Premises for the term and at the rent stated, as follows: (the words "Landlord" and "Tenant" include all Landlords and all Tenants under this lease.)

This lease is made on \_\_\_\_\_ by and between the Landlord and Tenant(s) shown below:

Property Address \_\_\_\_\_

Tenant: \_\_\_\_\_

Tenant Address: \_\_\_\_\_

Tenant Home Phone # \_\_\_\_\_ E-mail address \_\_\_\_\_ State: \_\_\_\_\_

Term of Lease: \_\_\_\_\_ Check-in 2:00 PM \_\_\_\_\_ Check-out 11:00 AM \_\_\_\_\_

- Rent for the term is \$ \_\_\_\_\_.
- Security Deposit of \$ \_\_\_\_\_ will be collected prior to Tenant's occupancy in the form of a certified or personal check to be made payable to BRIGANTINE REALTY.
- Processing Fee of **\$45.00** to Brigantine Realty.
- Total Due \$ \_\_\_\_\_ payable as follows:

\_\_\_\_\_ **FIRST DEPOSIT** to include the \$45.00 Processing Fee to Brigantine Realty **DUE on or before** \_\_\_\_\_

\_\_\_\_\_ **SECOND DEPOSIT DUE on or before** \_\_\_\_\_

\_\_\_\_\_ **BALANCE (including security) DUE** \_\_\_\_\_ (or this contract is null & void with the deposit monies becoming the Landlord's in the form of a check or money order.) **Brigantine Realty reserves the right to assess a late fee in the amount of 2.5% of the outstanding balance on all payments received after the Due Date. This amount may be deducted from tenant's security deposit.**

The Tenant shall pay for: \_\_\_\_\_ Toll calls and cleaning if necessary.

The Landlord shall pay for: \_\_\_\_\_ Utilities

**\*\*Brigantine Realty shall not be responsible for providing beach tags. Beach tags are solely the responsibility of the tenant.\*\***

\*\*Tenant needs to supply their own kitchen linens, bath towels, and Sheets/pillow cases for:

\_\_\_\_\_ King Bed (s)    \_\_\_\_\_ Queen Bed(s)    \_\_\_\_\_ Double Bed(s)    \_\_\_\_\_ Single Bed (s)

\_\_\_\_\_ Double Sofa Bed (s)    \_\_\_\_\_ Queen Sofa Bed(s)    \_\_\_\_\_ Futon (s)    \_\_\_\_\_ Crib (s)

1. **Possession and Use:** The Landlord shall give possession of the premises to the Tenant for the Term of the Lease to be used only as a private residence-vacation rental by no more than \_\_\_\_\_ persons. The Tenant may not assign this lease or sublet all or any part of the premises. Keys may be picked up at Brigantine Realty between the hours of 2:00 PM and 4:00 PM. Please Note: Brigantine Realty closes at 5:00 PM. If the Tenant cannot pick up the keys before 5:00 PM they must wait until 9:00 AM the following morning. If the premises are damaged or in need of repair, the Tenant must promptly notify the Rental Agent within (24) hours of possession of the property.

2. **Damages/Security Deposit:** The Tenant shall provide the Landlord with a security deposit as stated above on before possession of the premises. The security deposit is due and payable on the Balance Due date of the lease. A money order or cashier's check is required if presented less than (14) days prior to the date of check in. This deposit shall be used to defray the cost of any damages done to the premises beyond normal wear and tear and any cleaning costs incurred. The Landlord has thirty (30) days from the date of expiration to return the security to the Tenant, less any charges made under this lease in the form of a statement itemizing any deductions or charges. **The Tenant shall be responsible for any furniture, cooking utensils, appliances or crockery damaged by him or his servants with merchandise of similar quality or pay the worth thereof to the owner. The Tenant shall also be responsible to leave the premises in a clean and orderly condition. Once the tenant has vacated at the termination of this lease, if the premises warrants cleaning, such costs will be deducted from the security deposit.** Tenant will return the key to Brigantine Realty. Realtor assumes no liability and makes no claims as to the condition of the premises at the beginning and at the end of each rental period. NO PETS OF ANY KIND ARE PERMITTED. NO SMOKING.

3. **Access to House:** Landlord, Brigantine Realty or their Designees shall have the Right of Access to show the premises to future prospective Tenants and Buyers during the term of the lease as often as they deem necessary during the hours of 10:00 AM to 6:00 PM.

4. **Tenant Belongings:** The Tenant, upon possession of the premises, shall inspect and report any unclean conditions or damages in writing to Broker. The tenant shall supply bed linens, towels and incidentals. Landlord shall supply vacuum and cleaning equipment. The Landlord carries no insurance covering loss to any of the Tenants belongings. The Tenant has total responsibility for securing protection against loss by fire or other cause to Tenant's belongings.

5. **Cancellation:** If the Tenant cancels for any reason whatsoever, permission must be obtained from the Landlord by the Broker to re-rent or sublet the premises. If the Broker is successful in his attempt to re-rent the premises, the deposit shall be refunded less the Realtor's brokerage fee. If, for any reason, the Broker is unable to re-rent or sublet the premises the Tenant's deposit is non-refundable.

6. **If the Premises is a Condominium:** If the leased premises is a condominium, then the Landlord shall supply to the Agent any rules or regulations that may apply to this rental. The Landlord shall pay for any and all transfer or interview fees that may be required by the condominium association. The Tenant shall be available for an interview, if required, by the condominium association.

7. **Rental Certificate:** Landlord shall obtain the necessary rental certificate and supply the Broker with a copy and place the original in the premises.

8. **Tenant shall supply all bed linens and bath towels. Size and number of beds are on page 1.**

9. **Attorney Review:** The Tenant or the Landlord may choose to have an attorney study this lease. If any attorney is consulted, the attorney must complete his or her review of this legally binding lease at the end of this three day period. Counting the time: You count the three days from the date of delivery of the signed Lease to the Tenant and the Landlord. You do not count Saturdays, Sundays, or legal holidays. The Tenant and the Landlord may agree in writing to extend the three day period for attorney review.

10. **Brigantine Realty:** The rental commission due is \_\_\_\_\_ of the total rent, deducted from the Tenant's initial deposit, for this lease and for any renewals of this lease, with or without changes, between the Landlord. Any commissions paid to Brigantine Realty are non-refundable. Brigantine Realty is only a Rental or Sales Broker in this transaction and NOT A PROPERTY MANAGER. Brigantine Realty does not warrant the physical condition of the house and property or the credibility of the tenant. In addition, Brigantine Realty shall not be held liable to the Landlord or Tenant for the fulfillment or non-fulfillment of any of the terms or conditions of this Lease or for any action or proceeding that may be taken by the Landlord against the Tenant or by the Tenant against the Landlord

11. **Liability of Landlord and Tenant:** Landlord shall be exempt from any and all liability for any damage or injury to any person or property caused by or resulting from any cause or happening whatsoever, unless the damage or injury is caused by or due to the intentional or negligent act or omission of the Landlord. Tenant assumes the full responsibility and the cost of defending, compromising, discharging, or otherwise satisfying any loss, liability, claim or action that occurs due to the negligent acts or omissions of Tenant or Tenant's Family, visitors, or other persons on the premises with the consent of Tenant. Tenant shall also be responsible to reimburse to the Landlord any cost incurred due to the negligent act or omission of Tenant, Tenant's family, visitors, or other persons on the premises with Tenant's permission, Tenant must give prompt written notice to the Landlord of any condition or defect affecting the premises that Tenant could reasonably foresee resulting in liability or loss. This notice must be given within (24) hours after Tenant knows of the condition or defect affecting the premises.

12. **Payments by Landlord** If the Tenant fails to comply with the terms of this lease, the Landlord may take any required actions and charge the cost and attorney's fees, to the Tenant as additional rent. Failure to pay such additional rent upon demand is a violation of this lease.

13. **Validity of lease:** If a clause or provision of this lease is legally invalid, the rest of this lease remains in effect.

14. **Lead Based Paint Disclosure on lead based paint and lead based pain Hazards:** Lead warning statement –Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint hazard in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

I. Lessor's Disclosure (initial)

\_\_\_\_\_ (a) Presence of lead-based paint and /or lead based paint hazards. (Check one below):

\_\_\_\_\_ Known lead-based paint and /or lead-based paint hazards are present in the housing.

(Explain) \_\_\_\_\_

\_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based hazards in the housing

\_\_\_\_\_ (b) Records and reports available to the Lessor (Check one below):

\_\_\_\_\_ Lessor has provided to the Lessee with all available records and reports pertaining to lead-based paint and /or lead based paint hazards in the housing.(list documents below)

\_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/ or lead based paint hazards in

the housing.

II. Lessee's Acknowledgement (initial)

\_\_\_\_\_ (c) Lessee has received copies of al information listed above.

\_\_\_\_\_ (d) Lessee has received the pamphlet, Protect Your Family from Lead in Your Home.

III. Agents Acknowledgement (initial)

\_\_\_\_\_ (e) Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

15. **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. I their professional capacity, real estate licensees are not entitled to notification by the count 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.

16. **Special Conditions:** The Land lord and the Tenant agree to the terms of this Lease by signing below.

In witness whereof, said parties have set their hands and seals hereto onto the day and year into the day and year first written above. The following parties have reviewed the Disclosure of Information and that the information provided by the signatory is true and accurate.

\_\_\_\_\_  
Agent Date  
Attorney-in-fact for the Landlord

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Tenant Date