

Book Agreement

LONG & FOSTER VACATION RENTALS
TERMS & CONDITIONS

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Owner of the Property noted and listed by Long & Foster Real Estate, Inc., ("Agent"), in consideration of the payments provided herein, does hereby grant a revocable Lease Agreement to the undersigned guest ("Guest") for the stated period subject to the following terms and conditions. Long & Foster Real Estate, Inc. has an agency relationship with the Owner of this Property. The Agent has been hired by, and is paid by, the Owner for the services rendered. In all negotiations regarding this Lease Agreement, the Agent will be representing the interests of the Owner. No relation of Landlord/Tenant shall exist or be deemed to exist by virtue of this Agreement or Guest's occupancy of the Property hereunder. No representation, agreement, undertaking, or promises, whether oral, implied or inferred, have been made by either the Owner or the Owner's Agent unless expressly stated herein.

Payments:

- a. Form of Payment: Master Card, Visa, American Express, debit cards and e-checks are accepted at the time the reservation is booked. Personal checks are accepted, as long as they are received by the due date and no later than 30 days prior to your check-in date.
- b. Initial Payment - an initial payment of 50% of the rental amount plus the processing fee and any insurance premium shall be paid via credit card at the time the reservation is booked, or if paying by check, payment shall be due within 7 days of booking the reservation, along with the signed lease (electronic or mailed) indicating the Tenant's acceptance and confirmation of the terms and conditions of the lease. Failure to remit the initial rental payment and signed lease within 7 days will result in the reservation being cancelled.
- c. Final payment is due 30 days prior to check-in. Reservations booked less than 30 days prior to check-in must be paid in full within 7 days. We cannot accept personal checks for any payment due less than 30 days prior to check-in. NO

MONIES WILL BE ACCEPTED AT CHECK-IN. CREDIT CARD CONVENIENCE FEE NOTICE: PAYMENT BY CREDIT CARD IS OPTIONAL, HOWEVER DUE TO SURCHARGES IMPOSED BY CREDIT CARD COMPANIES, A CREDIT CARD CONVENIENCE FEE OF 2.2% IS CHARGED ON ALL PAYMENTS MADE BY CREDIT CARD, WHICH IS NOT GREATER THAN OUR COST OF USAGE. If Guest wishes to avoid this charge, we do accept payment by e-check, check or money order.

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d. Advance Rental Payments - Tenant accepts that all rental payments are "rent paid in advance" and not deposits. Tenant further accepts that all monies paid as rent will be disbursed in a timely manner either to the rental property Owner, or to this Agency for commission and fees, and will not be retained in our trust account.

e. Returned Checks - There will be a \$50.00 fee charged to the Tenant for any check returned by the bank for insufficient (NSF) funds, which must be paid before Tenant can check-in.

f. Credit Card Chargebacks - Tenant will be responsible for all charges and attorney's fees for collecting payments from Tenant directly should Tenant cancel a charge with a previously approved credit card company without prior authorization from the Owner or the Agency.

Incidental Charges - All Tenants agree to pay for any Incidental Charges that they may incur, such as excess accidental or malicious damages (that are not covered by the Security Deposit Waiver Plan), unauthorized long distance telephone or internet charges, excess water and sewerage fees for full season rentals, NSF check charges, etc. Such charges are payable by credit card or check.

Security Deposit Plan:

a. As a part of your stay, you may purchase a Vacation Rental Damage Protection plan designed to cover unintentional damages to the rental unit interior that occur during your stay provided they are disclosed to management prior to check-out. If purchased, the policy will pay a maximum benefit of \$1,500. Any damages that exceed \$1,500 or are not covered under the plan will be charged to the credit card on file. If, during your stay at one of our rental properties, an insured person causes any damage to real or personal property of the unit as a result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of repair or replacement of such property up to a maximum benefit of \$1,500. Certain terms and conditions apply. Full details of the Vacation Rental Damage coverage are contained in the Description of Coverage or Insurance Policy

www.vacationrentalinsurance.com/g20vrd. The Vacation Rental Damage plan can be purchased up to, and including at, check-in. By submitting payment for this plan, you authorize and request CSA Travel Protection and Insurance Services to pay directly Long & Foster Real Estate, Inc. any amount payable under the terms and conditions of the Vacation Rental Damage. Please contact Long & Foster Real Estate, Inc. directly if you do not wish to participate in this assignment. In the event you do not wish to purchase this plan, a \$1,500 security deposit is required.

b. Or, this property and lease agreement are covered by a security deposit in the amount of: \$ [[y_s%%Pmt: Sec Deposit\$]]

Sight-Unseen Rentals - The rental properties we represent are privately owned and maintained, and therefore, reflect the taste of each individual Owner. The only way to assure that the property meets Tenant's personal expectation is to personally visit the property prior to making a legally binding commitment to rent it. If a Tenant elects to waive personal inspection of the property, then the Tenant agrees to accept the property in "as is" condition and waives any and all claims with regard to the condition or alleged deficiencies of the property. The Agent and Agency make no warranty as to the condition or description of the property, and no refunds will be given.

Check-in Location - [[a434%%Property: Check in Office]] [[a431%%Property: Check in Office Address]] [[a430%%Property: Check in Office City]]

Late Arrival Check-ins - Our office closes at 5:00 PM Monday through Saturday and 4:00 PM on Sundays. If you expect to arrive after hours please call your check-in office prior to closing to make arrangements for a late check-in. Check-in will only be permitted if Tenant has paid in full prior to check-in.

Check-Out Time: is [[_checkouttime%%Folio: Checkout Time]] and is strictly enforced. Please return all keys to our office.

Tenant Responsibilities - All rental properties are equipped and furnished to the Owner's taste, and are set up for light housekeeping. Mattress pads, pillows, blankets and bedspreads are provided. Tenants must provide paper goods, cleaning products, bed linens, bath towels and beach tags unless specifically listed in the attached amenities sheet.

Departing Tenant is responsible for leaving the unit "cleaning ready" by completing the following - returning all furniture to original positions, sweeping all tile and wood flooring areas, washing and putting away all dishes, emptying the refrigerator and dishwasher, remaking the beds after removing your personal

bedding, taking out the trash & recycling and placing in the proper outside containers, closing and locking all windows and doors, and checking for remaining personal belongings. Please return all keys to our office for early departures. Failure to leave the property in a cleaning ready state may result in an additional charge to the Tenant. Upon check out, Tenant further agrees to surrender and give peaceful possession, in a timely manner, of the leased premises to the Owner, in good order (fire, other casualty and reasonable wear and tear excepted) and to replace, repair or pay for all missing items, breakage or damage to the property or furnishings contained therein. Tenant agrees to pay for any damages to the premises that either exceed the limits of, or are not covered by the Security Deposit Waiver Plan. Any such charges will be billed to the Tenant as an Incidental Charge, payable upon receipt by credit card or check. Agency cannot be responsible for items left behind. Shipping and handling charges will be charged to the Tenant's credit card for returning personal items left behind in their rental property.

Trash & Recycling - All the New Jersey coastal communities recycle their trash by the law and the Tenant is required to separate their trash into the property container provided by the property Owner for cans & plastics, newspapers & cardboard and regular household trash. Some communities have curbside pick-up of trash and recyclables, while others have rear yard pick-up. At check-in you will be provided with specific instructions and days of the week for trash pick-up at your rental location. Failure to separate recyclables or if required, to place the containers at the curb in time for the designated pick-up, may result in a fine by the Borough or an Incidental Charge to the Tenant, which is payable upon receipt by credit card or check.

Occupancy - The maximum number of overnight guests for this property is [[a53%%Property: Sleep Cap]]. Max occupancy is set by local municipal rental licensing ordinances and is strictly enforced. Exceeding the maximum occupancy limit established by the borough rental licensing ordinance may result in eviction by borough authorities without refund. Tenants are required to obey all municipal ordinances, including the noise ordinance, at all times. Failure to do so may result in eviction with no refund.

Owners Responsibilities - By confirming acceptance of this lease agreement, Owner certifies 1) that the property is in compliance with and conforms to all applicable ordinances and codes of the Borough, County and/or State, 2) a current rental license and municipal inspection have been obtained for the property, and 3) that

the property includes all the amenities and bedding sizes as provided to us by the property Owner in the Rental Listing Agreement prior to the applicable rental season.

Maintenance & Repairs - Rental properties are owned and maintained by individual Owners and every reasonable effort is made by the property Owner to keep each property and its equipment in good working order. Tenants are asked to please notify Agency's Guest Services Department promptly of any difficulty they may encounter upon check-in or during their stay. Our service vendors may encounter delays in obtaining replacement parts quickly or they may be unavailable immediately to service malfunctioning units. Therefore, appliances and mechanical devices, such as refrigerators, ranges, dishwashers, microwave ovens, glass cook-tops, washer, dryers, TV's, VCR's, DVD's, stereos, air conditioners, hot tubs, swimming pools and other non-essential items cannot be guaranteed to be operational. Agency will make every reasonable effort to have such items repaired as quickly as possible by the Owner or his vendor. Replacements are not provided and there will be no rebates or discounts of rent as a result of any breakdowns. The property Owner and Agent shall have reasonable access to the property to make necessary repairs during the rental period.

Subletting & Visitation - The Tenant understands and agrees that he/she may not assign this lease to another party, sublet any portion of the premises in whole or in part nor occupy the premises for any purposes other than as a dwelling. Tenant further agrees to allow visitation by prospective tenants or purchasers during the term of the lease. Long & Foster Real Estate, Inc. will notify Tenant of such visits in advance whenever possible, and all visits will be scheduled at reasonable hours.

Pets - Pets are not permitted in our rental properties without the prior written consent of the property Owner. The presence of unauthorized pets will result in eviction without refund if discovered. If approved by Owner, there may be an additional fee charged per pet, per week at the discretion of the Owner.

Non-Smoking Home - If the property Owner, his cleaning service or inspection staff detects evidence of smoking within a designated non-smoking home, the entire cost of cleaning and a \$250.00 deodorizing fee will be charged to the Tenant and be payable upon receipt, either by credit card or check.

Weddings, Receptions and Parties - No weddings, receptions, large parties or other such gatherings are permitted in any rental property, unless pre-approved in

writing by the property Owner and Long & Foster Real Estate, Inc. at the time of reservation. An additional fee may be charged by the Owner for these events.

Nearby Construction - Since neither the Owner nor Long & Foster Real Estate, Inc., can predict or control where or when construction may take place, the Tenant agrees that neither the Owner, nor the Agency is responsible for any problems encountered as a result of nearby construction and there will be no rebates or discounts of rent given for construction activities of any kind occurring near or adjacent to the premises. Borough noise ordinances are enforceable from 11:00 PM to 7:00 AM.

Unit Under Construction - New homes that are under construction can sometimes be delayed or have listed amenities that are not yet available at the time of occupancy through no fault of the Owner or Long & Foster Real Estate, Inc. In the event of such a delay, the Agency and Owner's obligations are limited to the notification of the Tenant that the home under construction and/or the offered amenities will not be ready on the date planned, and a full refund to the Tenant for all monies received, along with a good faith effort by the Agent to locate a replacement property. Tenant waives all claims against Owner/Agent for non-completion of any property under construction. Under no circumstances will Long & Foster Real Estate, Inc., or the property Owner provide any additional monies to facilitate a transfer of the Tenant to a replacement property due to a construction delay.

Agency Relationship - Long & Foster Real Estate, Inc. has an agency relationship with the Owner of this property, who has hired and paid the Agency to perform rental brokerage services. In all negotiations regarding this lease, this Agency will be representing the interests of the property Owner, but will always strive to treat the Tenant in a fair and equitable manner.

Declaration of Business Relationship - Our agents, as authorized representatives of Long & Foster Real Estate, Inc., and the Agency itself, are working in this rental transaction as Landlord's agent only, on behalf of the Owner only and are not responsible for any acts of the parties hereto. By signing below, all parties agree to be bound by the terms of this agreement and it is understood that this lease is not confirmed unless signed by the Owner. By acceptance of this lease and rental payments, the Owner agrees to pay Agency the current Listing Contract commission rate on this lease or any subsequent leases to the Tenant herein, for a period of 24 months from the date of this lease.

Processing Fee - A non-refundable processing fee on each reservation is charged to the Tenant and is included in the initial payment. This fee represents compensation for the efforts and expense of the Agency in processing this lease request for the Tenant and providing a dedicated Guest Services Department staff to assist the Tenant. This agency also receives rental commission from the Owner for the rental brokerage services provided and administrative fees from the insurance company for administering the Security Deposit Insurance Program.

Indemnity - Tenant agrees to release and indemnify Owner and his Agent from all liability, should anyone be injured on the premises during the term of the lease, for any cause whatsoever, except in the case of personal injury caused by the negligence of Owner, his Agent, or Agency's employees.

Tenant Affirmation of Terms & Conditions - By signing this lease and rental confirmation, Tenant acknowledges and confirms that he/she has read and understands the terms & conditions of this lease as set forth herein and on the Long & Foster Real Estate, Inc., website, LfVacations.com, and that he or she agrees to abide and be bound by, all of the terms and conditions contained herein, including making all payments when due.

Amenities - All rental units are furnished and equipped for vacation living.

Cancellation Policy:

a. Prior to Receipt of Fully Executed Lease - All requests to cancel a rental reservation must be made in writing via fax or by email to your renting agent. If we receive a request to cancel your rental reservation prior to our receiving the fully executed copy of the lease from the property Owner, we will cancel reservation and return rental monies paid, less the Processing Fee and any insurance premiums, which are non-refundable. If you purchased optional trip insurance, please check your travel Insurance policy for cancellation policy.

b.

After Receipt of Fully Executed Lease - If you must cancel your reservation after we have received the fully signed lease from the Owner, you must notify us in writing via fax, mail or email, with your request to cancel. We will attempt to re-rent the property, but no refund will be given and you will continue to be responsible for the full amount of the rental under the terms, conditions and due dates of your existing lease, unless and until the property is re-rented at no loss to the Owner. If you have purchased travel insurance, please refer to your policy for instructions.

C.

If the Property is re-rented at no loss to the Owner - then, the total of any rent consideration paid to Long & Foster Real Estate, Inc. will be returned to the Tenant, less a \$200.00 cancellation fee due to Long & Foster if and when, the final payment is received for the new rental reservation. Please note that the Processing Fee and any Insurance premiums paid are all non-refundable.

VACATION RENTAL INSURANCE - Guest Protect Plan - CSA Vacation Rental Insurance has been offered with your reservation. Vacation Rental Insurance reimburses for pre-paid, non-refundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation and force you to incur unplanned expenses. We strongly recommend you purchase this valuable protection. View a Description of Coverage/Policy at www.vacationrentalinsurance.com/330cert

This is a revocable license to occupy the property. Guest signing this contract agrees to occupy the property throughout the term of the Lease Agreement and assume legal and financial responsibility for any damages and/or civil/criminal violations that may occur at the property during the license agreement.

CARDHOLDER AGREEMENT: I have read, understand and agree to the above Terms & Conditions. I agree to pay all charges outlined in this lease agreement in accordance with my credit card agreement.

I have read and hereby agree to be bound the TERMS & CONDITIONS which are part of this agreement.

All prices and/or descriptions are subject to change. Although every precaution is taken, errors in prices and/or descriptions do occur on our web site and in printing. We reserve the right to correct any such error.

OCCUPANCY GUIDELINES: It is the policy of the Property Owner and Long & Foster Real Estate, Inc. to issue a license to occupy (1) to family groups only, or (2) to non-family groups wherein at least two Guests signing the Lodging Agreement are 25 years of age or older and will supervise and be responsible for members of the group that are under 25 years of age. A family group is defined as parents, grandparents, children and extended family members vacationing in one property.

A non-family group is defined as unrelated adults, high school student, college student, or any other group type situation meeting the age requirement stipulated herein. Should Long & Foster Real Estate, Inc. personnel ascertain that a non-family group is occupying a Property in violation of the age requirement; the group is subject to the immediate termination of the Lodging Agreement with no refund. Long & Foster Real Estate, Inc. reserves the right to refuse occupancy, cancel existing reservation, return money received, and/or terminate occupancy without refund if the occupancy, in our opinion, is detrimental to the Property and its Owner whom we represent. It is agreed that the Property will be used by Guest solely as a private dwelling for the use of Guest, his/her family and invitees, and not for commercial purposes. The Property must be occupied by Guest identified and all occupants of the premises shall be supervised by said Guest for the entire duration of the rental period. Guest acknowledges Occupancy Guidelines stated in this Agreement. Violation of this term voids the Agreement resulting in forfeiture of monies paid on account. Guest agrees to abide by the building and/or community's rules and regulations. Owner and/or Agent have the right to refuse occupancy to anyone attempting to check-in who is not the Guest designated herein. Picture ID may be required at check-in. Violation of this provision will be grounds for immediate revocation of this license to occupy said premises and termination of Agreement without refund of rent to Guest. Any time prior to the taking of occupancy by the Guest both the Owner and Guest agree that for any reason whatsoever, in its sole discretion, and without liability to either Owner or Guest, Agent may void this Agreement by giving written notification of the same to Owner and Guest and refunding the rental deposit and any balance paid to the Guest. ID will be required at check-in to release keys to the property. If you have signed this agreement and are not 25 years or older, you will not be allowed in the property and there will be no refund.

I Certify that I am 25 years old or older.

Cancel Agreement

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- b. After Receipt of Fully Executed Lease - If you must cancel your reservation after we have received the fully signed lease from the Owner, you must notify us in writing via fax, mail or email, with your request to cancel. We will attempt to re-rent the property, but no refund will be given and you will continue to be responsible for the full amount of the rental under the terms, conditions and due dates of your existing lease, unless and until the property is re-rented at no loss to the Owner. If you have purchased travel insurance, please refer to your policy for instructions.
- c. If the Property is re-rented at no loss to the Owner - then, the total of any rent consideration paid to Long & Foster Real Estate, Inc. will be returned to the Tenant, less a \$200.00 cancellation fee due to Long & Foster if and when, the final payment is received for the new rental reservation. Please note that the Processing Fee and any Insurance premiums paid are all non-refundable.