My LBI Beach Rental, LLC
C/O: David C Seaman, Jr and Eileen Seaman
19 East Wyoming Avenue
Haven Beach, LBI, NJ 08008

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www.MyLBIBeachRental.com

My LBI Beach Rental, LLC

Rental Rules, Lease Agreement, and Addendums

PLEASE READ, SIGN, AND INITIAL EACH PAGE, where noted below:

ADDRESS: 19 E Wyoming Avenue (117th Street), Haven Beach, LBI, NJ 08008. Owner: My LBI Beach Rental, LLC, C/O: Property Manager: David C Seaman, Jr, and Eileen Seaman, Cell: 201-906-8608, EM: **davidseaman201@gmail.com**

CHECK-IN TIME is AFTER 3 P.M. EST AND CHECKOUT is 10 A.M. EST. NO Early Check-in or late Check-out. Rental week is (Please handwrite the dates of your trip):

_____

Rental Fee is (Please handwrite the communicated/agreed upon amount):

_____

RESERVATION and SECURITY DEPOSIT - A 50% reservation deposit is required. This must be received within three (3) days of booking the reservation. In addition, a refundable security deposit of $3000 will be collected, as well as a non-refundable $495 cleaning fee. Final payment, due 21 days prior to your rental week. The security deposit is NOT applied towards rent; however, it is fully refundable within (14) days of departure, provided the following provisions are met.

- No damage is done to unit or its contents, beyond normal wear and tear.
- No charges are incurred due to contraband, pets or collection of rents or services rendered during the stay.
- All debris, rubbish and discards are placed in dumpster, and soiled dishes are placed in the dishwasher and cleaned.
- All keys are left on the kitchen table and unit is left, locked.
- All charges accrued during the stay are paid prior to departure.
- No linens are lost or damaged.

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- No early check-in or late checkout.
- Beach passes are left inside the unit upon departure.
- The renter is not evicted by the owner (or representative of the owner), the local law enforcement

PAYMENT – An advance payment equal to 50% of the rental rate is required at the time of booking. The advance payment will be applied toward the House rental. Please make payments via check, payable to: **My LBI Beach Rental, LLC**, Address: My LBI Beach Rental, LLC, C/O: David Seaman, 144 John Street, Ridgewood, NJ 07450. The BALANCE OF RENT is due twenty one (21) days before your arrival date. Please note: Personal checks are accepted if received at least three weeks prior to check-in. Otherwise, check-in payments MUST be CASH or CERTIFIED CHECK.

We also accept PayPal, Venmo, Google Pay, Zelle, and other payments. If there are any vendor/payment app/credit card fees, those costs will be paid for, by you, the tenant.

TAX – We, as private owners, do not collect taxes for your stay. The tenant is responsible for any applicable state or municipal occupancy taxes required by law, if any.

Cancellation and Rebooking

1. Tenant Cancellation

If Tenant cancels this reservation more than 60 days prior to the scheduled arrival date, Owner will refund all payments received. If Tenant cancels 30 to 59 days prior to arrival date, Owner will refund 50% of the rental amount only if Owner re-rents the property for the cancelled dates. If Tenant cancels less than 30 days prior to arrival, no refund will be issued unless Owner re-rents the property for the cancelled dates.

2. Owner Rebooking Efforts and Timing

Owner will make reasonable efforts to re-rent cancelled dates. Any refund based on re-rental will be calculated after Owner deducts actual re-rental costs and the administrative fee. Refunds will be issued within 14 days after re-rental funds are received. For either cancellation timeframe listed above (30 – 59 days, or less than 30 days), there will be a 15% administration fee, and any non-refundable vendor, or payment app fees.

I acknowledge and understand the Cancellation Policy:

Signature: _____

TRIP CANCELLATION/INTERRUPTION INSURANCE - It is highly recommended guest purchase trip cancellation/interruption insurance in case of family emergencies/bad weather delays, flight/rental car cancellations, job loss, snow/ice, Covid-19 bans/restrictions, etc. If you live in an area prone to hurricanes, forest fires, etc. and cannot make your trip, please seek reimbursement through your travel insurance. NO refunds are given unless there is a mandatory evacuation in our area. Please check what travel insurance your credit card may offer. We do not endorse any one travel insurance company – you can also visit www.insuremytrip.com.

I acknowledge I am responsible for purchasing my own travel insurance:

_____Initials

Signature: _____

MAXIMUM OCCUPANCY – The maximum number of guests is limited to twelve (12) persons. An additional charge or $25.00 per person per night for guests in addition to twelve (12) will be assessed.

MINIMUM STAY – This property requires a seven (7) night minimum stay, unless specifically discussed, and notated above. Longer minimum stays may be required during holiday periods.

NO DAILY HOUSEKEEPING SERVICE – Daily maid service is not included in the rental rate. We suggest you bring beach towels. We do not permit towels or linens to be taken from the unit.

NO LINEN AND TOWEL SERVICE – As is customary for summer beach rental on LBI, there are NO linens, sheets, or towels provided to you during your rental stay. Please BYO, or use one on the Island's rental services. Blankets, comforters, and pillows ARE provided.

For planning purposes, there are: 3x Queen Beds, 1 x King Bed, and 4 x Single Beds. 12 person total, in 8 beds. There are several services, which can help you with this, if you need to contract with them (try: **www.LBIDreamMakers.com**). We are not affiliated with any of these businesses.

NO LARGE PARTIES ALLOWED – There are no Large Parties allowed, while on these premises.

BIKES – While there are bikes on the premises, these are for the owner's personal use only. We ask that you BYO, and not use our bikes. Thank you.

MINIMUM RENTAL AGE – There is a minimum age for rental, of 30 years old.

RATE CHANGES – Rates subject to change without notice, prior to a signed lease agreement.

FALSIFIED RESERVATIONS – Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check in.

WRITTEN EXCEPTIONS – Any exceptions to the above mentioned policies must be approved in writing in advance.

POOL AND HOT TUB – The tenants hereby acknowledge that they have been made aware by the landlord that a swimming pool and hot tub are located on the property identified on the attached lease. Tenants further state that in consideration for the rights to use the pool, they agree to the following:

1. There is to be **no diving into the pool, or hot tub**.
2. Anyone with a medical condition is advised to consult with a physician prior to using the pool.
3. No one under the age of eighteen (18) years old shall be permitted to use the pool without adult supervision.
4. The tenant is hereby made aware of the dangers of using the pool In conjunction with the

_____Initials

consumption of alcohol.

5. The tenant hereby agrees to waive any and all rights, claims and/or liabilities against the owners, My LBI Beach Rental, LLC, C/O: David C Seaman, Jr and Eileen Seaman for any and all injuries sustained as a result of using the pool. The tenant further agrees to hold the owners, My LBI Beach Rental, LLC, C/O: David C Seaman, Jr and Eileen Seaman harmless for any and all claims or liabilities of any guest who may use the pool during the tenant's occupancy.
6. There is **no Lifeguard on-duty**. You agree to swim, at your own risk.

The tenant is responsible for the general maintenance of the swimming pool. This includes, but is not limited to, keeping the swimming pool clean of debris and keeping the pool area clean, neat, and organized. All pool toys and related recreational items shall be cleared from the pool nightly and prior to the tenant's departure time.

The tenant is responsible for keeping all gates and all doors leading to the swimming pool area locked and secured at all times.

The tenant understands and agrees to allow the property owner or Its agent access at regular times to maintain the pool and pool equipment. Pool maintenance shall be performed once per week. The tenant agrees to refrain from attempting to make any repairs or adjustments to the pool equipment.

The tenant must immediately notify the realtor or Owner of any repair that the swimming pool may require. The tenant is responsible for the full cost that may be due for repair and/or replacement of the swimming pool that is required as a result of negligence by the tenant or the tenant's occupants or guests. The tenant must operate the swimming pool in accordance with the manufacturer's instructions and In a safe and responsible manner.

The tenant understands that the swimming pool and hot tub are strictly an amenity and that the use of this amenity is not guaranteed under the terms of the lease. Any interruption or non-availability of the use of the swimming pool and hot tub will not violate any terms of the lease.

I acknowledge this Pool Clause:

Signature: _____

ROOFTOP PATIO – Maximum weight capacity for the rooftop patio is 1,250 pounds. This could be anywhere from 6 – 8 persons, depending on total person's weight. Tenant agrees to these stipulations. Tenant agrees to accept all risks associated with this. Also, under no circumstances, is anyone allowed to climb over the guard railings.

1. The roof deck installed in this home is for convenience and not to be used for "play purposes". Therefore, I/We will supervise the use of the roof deck at all times when a child is present in the rental property named above. No child under the age of eighteen (18) years old is allowed on the roof deck without adult supervision.

2. The Tenant hereby understands that proper use of the roof deck is required and this includes, but is not limited to, the following: - No throwing objects, flying kites, or flying

   drones while on roof deck - No leaning or leaning over the railing - No climbing onto the

_____Initials

roof.

3. The Tenant herby agrees to waive any and all rights, claims, and/or liabilities against the Homeowner and/or Rental Agency for any and all injuries sustained as a result of using the roof deck.

I acknowledge this Rooftop Patio Clause:

Signature: _____

Exterior Camera Disclosure and Data Handling

1 Camera Locations and Purpose

Owner maintains exterior video monitoring devices at the front entry and rear pool area for safety and security. Cameras are positioned to monitor exterior common areas only and are not installed inside the home: bedrooms, bathrooms, or any other interior living spaces.

2 Recording and Access

Cameras record video only and do not record audio. Video footage is accessible only to Owner and Owner's authorized agents for the purpose of investigating safety incidents, suspected property damage, or criminal activity. Owners will not use footage for marketing or unrelated purposes.

3 Retention

Video footage is retained for a period of 30 days unless needed for an incident investigation, in which case footage may be retained longer as reasonably necessary.

4 No Interior Surveillance

No interior audio or video surveillance is used. Tenant consents to the presence of the disclosed exterior cameras and acknowledges receipt of this disclosure.

I acknowledge this external camera disclosure:

Signature: _____

ELEVATOR – The Property includes an elevator. The elevator is to be used solely to provide access to the Property. It is not to be used for any other purpose, including entertainment or play. By signing this Addendum, Tenant agrees to supervise and ensure that the elevator is, at all times, used only for the purpose of providing access to the Property.

Tenant waives any and all rights, claims, and actions against the Property owner for any and all (a) injuries or damages sustained by Tenant arising out of use of the elevator, and (b) third party claims presented against Tenant arising out of use of the elevator, during the period Tenant has the right to occupy the Property. Tenant further agrees to defend, indemnify and hold harmless the Property owner for any and all third party claims, actions, or suits presented against either Property owner, arising out of any person's use of the elevator during the period Tenant has the right to occupy the Property.

Tenant further understands and agrees that Tenant is liable for any damage to the elevator and its support equipment caused by or arising out of any person's negligence or intentional misconduct

_____Initials

during the period.

PARKING – Parking is limited to four (4) vehicles. Vehicles are to be parked in designated parking areas only. Parking on the road is permitted, per local parking rules. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.

BEACH BADGES – Ten (10) Beach Badges will be provided, but not guaranteed. Failure to return these badges will result in a deduction of $25 per badge, from your security deposit.

FIREPLACE – The fireplace is a working gas fireplace. Please do not throw any paper or other combustible materials in the fireplace. The small pilot light flame remains on, at all times. It is designed this way. Please turn the full flame off (on remote), when not in use.

SMOKING POLICY – This is a smoke free environment. Smoking is not permitted within the home.

PET POLICY – Pets are NOT allowed.

CLEANING FEE – Customary fee is $495. This fee is waived for stays of 7 days, or longer.

PROM RENTAL – This house will NOT be used as a High School "Prom Rental" house. By signing, and initialing below, the guest confirms that this rental is not for a High School "Prom Rental" Weekend. Violating this policy will result in immediate eviction, and forfeiture of all monies.

I acknowledge and understand this "No Prom Rental" Policy:

Signature: _____

COVID POLICY – During this era of Covid, and the many changes of masking/vaccine/booster/testing before you travel/quarantine polices from: the State of New Jersey, the CDC, as well as from the National Government: it is the full responsibility of you, the guest, and your party, to comply with any and all requirements surrounding the then current policies surrounding Covid. For example: no reservation cancellations will be allowed, if the basic travel requirements are not met, or failure to test is not achieved, per regulations from the above locales and/or agencies.

WATER AND SEPTIC – DO NOT FLUSH anything other than toilet paper. No feminine products should be flushed at any time. If it is found that feminine products have been flushed and clog the system, you could be charged damages of up to three hundred dollars ($300).

STORM POLICY

HURRICANE OR STORM POLICY – No refunds will be given unless:

- The state or local authorities order mandatory evacuations in a "Tropical Storm/Hurricane Warning area" and/or
- A "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest.

_____Initials

The day that the authorities order a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund:

- Any unused portion of rent from a guest currently registered;
- Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten the stay, to come in after the Hurricane Warning is lifted; and
- Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period.

Lease is subject to the following additional Terms and Conditions:

1. The tenant affirms that he/she is an adult and that the property will not be occupied by any minor unless an adult is present.
2. On expiration of the lease, the tenant will leave the premises in as good condition as reasonable use will permit. The tenant shall not sublet the premises without written consent of the owner.
3. If any rent is unpaid, or if default shall be made in any of the terms and conditions of this lease, the premises must be vacated immediately with no refund.
4. House trailers or recreational vehicles shall not be parked on the above premises.
5. It is agreed that the owner, or real estate broker, shall have the right to enter the premises during the term of the lease with prospects for rental or sale.
6. Conditions: No refunds will be given for appliance breakdowns. Should appliance failure occur, every effort is made to effect repairs as quickly as possible.
7. This rental will NOT be used as a High School “Prom Rental” house.

Governing Law and Dispute Resolution

1. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflict of laws principles. The parties submit to the exclusive jurisdiction of the state and federal courts located in New Jersey for any action not subject to the dispute resolution procedures below.

2. Mediation

Before initiating arbitration or litigation, the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement by mediation administered by a mutually agreed mediator. The mediation shall occur in New Jersey unless the parties agree otherwise. The parties shall share mediation costs equally. Either party may initiate mediation by delivering a written mediation demand to the other party. If the parties do not resolve the dispute within 45 days after the mediation demand, either party may proceed to arbitration or court as provided below.

3. Arbitration

If mediation does not resolve the dispute within 45 days, the dispute shall be finally resolved by binding arbitration administered by a mutually agreed arbitration provider under that provider’s rules. The arbitration shall be conducted in New Jersey. The arbitrator’s award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

4. Small Claims Exception

Notwithstanding the foregoing, either party may elect to bring a claim in New Jersey small claims court for monetary relief not exceeding the small claims limit in effect at the time of filing (currently $5,000). Claims filed in small claims court are exempt from the mediation and arbitration requirements.

5. Interim Relief

Nothing in this section prevents either party from seeking emergency injunctive or other provisional relief in a court of competent jurisdiction to prevent irreparable harm.

6. Fees and Costs

In arbitration or litigation (other than small claims), the prevailing party shall be entitled to recover reasonable attorneys' fees and costs if the arbitrator or court so determines.

7. Severability and Enforceability

If any provision of this section is held unenforceable, the remaining provisions shall remain in full force and effect, and the parties shall replace the unenforceable provision with a valid provision that most closely approximates the parties' intent.

Limited Liability and Indemnity

1. Assumption of Risk

Tenant acknowledges that use of amenities such as the pool, hot tub, rooftop deck, and elevator involves inherent risks. Tenant agrees to use such amenities responsibly and to supervise minors and guests under Tenant's control. Tenants assume all ordinary risks associated with use of these amenities.

2. No Waiver for Gross Negligence

Nothing in this Agreement shall be construed to waive or release Owner from liability for Owner's gross negligence, willful misconduct, or violation of applicable law. Any waiver of liability is limited to ordinary negligence and does not extend to conduct that the law does not permit a party to waive.

3. Indemnification

Tenant will indemnify, defend, and hold Owner harmless from and against any third-party claims, liabilities, losses, damages, costs, and expenses arising out of Tenant's negligent or intentional acts or omissions, or those of Tenant's guests, except to the extent caused by Owner's gross negligence or willful misconduct.

4. Maintenance and Notice

Owner will maintain the property and its equipment in a reasonably safe condition. Tenant must promptly notify Owner of any unsafe condition or needed repair. Owner will make commercially reasonable efforts to remedy reported safety hazards within a reasonable time.

Owner may require Government ID and/or Signed ID verification.

This home is privately owned: the owners (My LBI Beach Rental, LLC, C/O: David C Seaman, Jr and Eileen Seaman) are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly

_____Initials

assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.

I/We agree that all rental monies are non-refundable according to the cancellation policy above.

By Signing Below, I/We agree to all terms and conditions of this entire agreement.

Sign_____ Date_____

Print_____

Sign_____ Date_____

Print_____

Sign_____ Date_____

Print_____

Sign_____ Date_____

Print_____

Sign_____ Date_____

Print_____

Sign_____ Date_____

Print_____

Owner's Signature: _____ Date_____

Print: Owner: My LBI Beach Rental, LLC, C/O: Property Manager: David C Seaman, Jr

_____Initials

Tenant Data Worksheet

Name: _____ Date of Birth:_____
Address: _____
Phone #: _____ Vehicle Make:_____
License Plate #:_____
Email Address: _____

Name: _____ Date of Birth:_____
Address: _____
Phone #: _____ Vehicle Make:_____
License Plate #:_____
Email Address: _____

Name: _____ Date of Birth:_____
Address: _____
Phone #: _____ Vehicle Make:_____
License Plate #:_____
Email Address: _____

Name: _____ Date of Birth:_____
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License Plate #:_____
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Name: _____ Date of Birth:_____
Address: _____
Phone #: _____ Vehicle Make:_____
License Plate #:_____
Email Address: _____

Name: _____ Date of Birth:_____
Address: _____
Phone #: _____ Vehicle Make:_____
License Plate #:_____
Email Address: _____

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