

**THE LUCKY BEACH HOUSE RENTAL AGREEMENT AND INFORMATION SHEET**

[www.TheLuckyBeachHouse.com](http://www.TheLuckyBeachHouse.com)

PHONE: (480) 467-7632

FAX: (480)-269-9913

PROPERTY ADDRESS: 102 Caspian Ave Atlantic City NJ, 08401

Please sign and return. By signing or by submitting a security deposit you acknowledge that you have read, understand, and agree to this agreement. This is a form. Please type/write your information above the red lines.

Tenant's Name: \_\_\_\_\_ Tenant's Address: \_\_\_\_\_

Tenant's Cell Phone # / Email: \_\_\_\_\_

Reservation Dates (format: xx/xx/xx), From (check-in): \_\_\_\_\_ To (check-out): \_\_\_\_\_

NUMBER OF ADULTS \_\_\_\_\_ CHILDREN (if any) \_\_\_\_\_ PETS (if any) \_\_\_\_\_

This Rental Agreement is presented to the Tenant (the individual making the reservation) prior to booking a reservation. If the tenant wishes to make a reservation and occupy this property it is a requirement to accept this Rental Agreement. By submitting a payment, tenant acknowledge that he/she has read, understood, and agrees to the terms contained within this agreement.

Upon the Ending Date (the check-out date), Tenant shall be required to vacate the Premises unless one of the following circumstances occur: (a) The Owner/Manager and Guest formally extend this Agreement in writing or create and execute a new, written, and signed rental agreement; or (b) The Owner/Manager willingly accepts new rent from Tenant, which does not constitute past due Rent.

1. AGREEMENT: Owner and Tenant agree as follows: Above Tenant is an adult over 21 years old and will be an occupant of the property during the entire reserved period. Other occupants will be family members, friends, or responsible adults. Use of the premises will be denied to persons not falling within the foregoing categories, and as a result they would have to vacate the property immediately without any refund. No tenants under 21 years old are allowed on property at any time without direct adult family members. No door combinations will be issued to anyone under 21 years of age. If tenant is under the age of 28 the tenant must disclose this to the owner via email or verbal conversation. The security deposit is required to reserve/confirm your stay (first come first serve). Owner will not guarantee confirmation of stay, nor will the Owner guarantee the rates, without the payment of the deposit. NOTE: the payment must be cleared to guarantee the requested dates and rates.

2. SLEEPING CAPACITY/DISTURBANCES/OTHER: House parties and large gatherings are strictly prohibited and may result in the immediate termination of this Agreement, and Tenant's immediate removal without refund. (\*Please expressly request information for weddings, parties or large events.) Tenants and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following: (a) occupancy exceeding the sleeping capacity stated on the reservation confirmation; (b) using the premises for any illegal activity including, but not limited to, the possession, serving, and/or consumption of alcoholic beverages by or to persons less than 21 years of age; (c) the possession or consumption of illegal substances on the premises; (d) causing damage to the premises rented or to any of the neighboring properties, and/or **(d) any acts which interfere the with neighbors' right to quiet enjoyment of their property, tenant and guests must keep noise levels low at all times.** Issues with noise, improper conduct, and property damage will result in minimum the loss of the security deposit. Tenant agrees to not move furniture or unplug cables from electronics such as the TV/cable box.

3. SECURITY DEPOSIT: The security deposit is \$300 for a weekend/mid-week rental, \$400 for a weekly rental, and \$1000 for a monthly rental. Your security deposit is fully refundable within 14 days of termination of occupancy provided that real and personal property are in the same condition as when occupancy commenced and all terms of this agreement are met. Tenant is liable for all replacements and repairs that are outside of what is considered normal wear and tear.

**4. PAYMENT SCHEDULE:**

\$ \_\_\_\_\_ 50% of total rent is due minimum 60 days before scheduled stay (the check-in date). *If less than 60 days please pay this immediately.*

\$ \_\_\_\_\_ Remaining 50% balance is due 30 days before scheduled stay (the check-in date). *If less than 30 days please pay in full immediately.*

\$ \_\_\_\_\_ Security Deposit of \$300 (Weekend/Mid-Week), \$400 (Weekly) or \$1000 (Monthly).

\$ \_\_\_\_\_ Pet fees of \$55 per pet for weekend/Mid-Week rentals and \$75 per pet for weekly if applicable.

\$ \_\_\_\_\_ Pet Deposit of \$150 if applicable.

\$ \_\_\_\_\_ Optional Cleaning Fee of \$100 if applicable (please see Section 8 for details).

\$ \_\_\_\_\_ **Grand Total Due.**

NOTE: Please pay rent via money order or personal check sent to the address at the bottom of this agreement, this is our administrative office location. **Please make checks payable to Steve Laskarides.** Alternatively, if you happen to have a Venmo account we can use that for the rent payment as Venmo does not have any processing fees for both parties. Use Venmo User ID: @Steve-Laskarides. Total balance due can be made in full at this time prior to two months before check-in date and is preferred. Minimum requirements are stated as above (section #4). If your payment is late, you must pay a \$50 late fee. In addition, a \$50 fee is charged for all checks returned for non-sufficient funds (NSF).

5. CANCELLATION: Should you need to cancel this reservation, notice of cancellation **MUST BE IN WRITING** via email. In the event of a cancellation by the tenant (for any reason) the deposit is NOT refundable. If canceling 60 days before your check in date tenant is liable for the full rent amount. Owner will make every attempt to re-rent the canceled dates. If owner is able to re-rent the property at a lesser/discounted rate, the Tenant will be liable for the difference between the original and the discounted rate.

**Please Initial:** \_\_\_\_\_

6. **CHECK IN:** Check-in time is any time after 3:00 PM. **EARLY CHECK IN TIMES ARE ALLOWED ONLY WHEN THE PROPERTY IS CLEANED AND READY FOR OCCUPANCY. PRIOR APPROVAL IS REQUIRED.** Property has security keypad locks installed at entryways. Door combinations **WILL NOT** be issued with a balance owing. **IMPORTANT NOTE:** The door does not automatically lock (like a hotel room does) please press the lock button to lock it otherwise you will be leaving the property with the door unlocked (we cannot be held responsible for lost or stolen items).The manager may not be readily available during the nighttime hours.

7. **CHECK OUT:** Check out time is any time before 11:00 AM. **THERE IS AN EXTRA CHARGE FOR LATE CHECK OUT AND PRIOR APPROVAL IS REQUIRED.** Please leave all remote controls at the location. A \$50 hour fee will be charged for each hour (or portion thereof) past the required check out time. A \$50 per item fee will be charged for each lost remote control.

8. **CLEANING: YOU ARE REQUIRED** to leave the property in the same general condition that you received it. If additional cleaning is required, appropriate charges will be deducted from your security deposit at the rate of \$60 per hour. Before vacating, tenant will clean the premises, which includes the following:

1. Clean refrigerator. Leave no food or drink in it.
2. Empty all garbage into dumpster cans outside.
3. Wipe off stove, range & BBQ grill (if used), counter tops, sinks, and appliances. Wipe all surfaces so that they are free of grease and food.
4. Wipe down bathrooms (including tubs, toilets, sink, and shower).
5. Towels: wash, dry, fold, and put away towels.
6. Bed linens: wash, dry, and make each bed.
7. Do not rearrange furniture. Owner will retain \$50 from deposit for moving furniture back.

**THE PROPERTY MUST BE LEFT IN SIMILAR CONDITION AS FOUND AND ALL DOORS AND WINDOWS CLOSED AND LOCKED TO RECEIVE FULL REFUND OF SECURITY DEPOSIT.**

**NOTE:** Concerning cleaning we ask guests to leave the property in the same general condition as it was received. We ask this so we can avoid charging a cleaning fee, most of the properties of this caliber and size in the area charge a mandatory cleaning fee of up to \$200 on top of the rent amount. If the guest is able to complete some of this activity it saves on costs and those savings are passed onto the guest in the form of no cleaning fees. That being said we do offer a cleaning service and with this service all you need to do is collect and bag any trash, this service is \$100 and still cheaper than most in the area. With this the guest has options where with other rentals you have no choice other than to pay the mandatory cleaning fee! If interested in that please feel to let me know and add that to the payment schedule. Thank you.

9. **PETS:** We are pet friendly! Pets are allowed with an additional \$150 security deposit. You **MUST** clean up after your pet. That includes properly disposing of all waste material. If any waste material is found on the property, 50% of your entire pet deposit will not be refunded. You must also maintain control of your pet at all times, and **NEVER** leave a pet lose unattended. If you are leaving for the day and don't want to take the pet with you, your pet must be secured or find alternative solutions, such as crating, prior to leaving the pet alone at the property. You must clean the home to the same level it was when you arrived; meaning pet hairs should not be visible. Any complaints from neighbors regarding excessive noise or other nuisances may be cause for immediate termination of the lease and forfeiture of the tenant's security deposit and rents paid. The Tenant is liable for any additional repair expenses in excess of the pet security deposit held for damage caused by pets.

10. **TELEPHONES:** The Owner does not provide landline telephones, and as such Tenant should have their own means of communication, such as a cellular phone.

11. **WHAT WE SUPPLY:** The property is equipped and set up as a fully-furnished property which includes bedspreads, linens, blankets, pillows, towels (except for beach towels), as well as a kitchen equipped with basic kitchen utensils such as microwave, oven, stove, toaster, coffeemaker, pots, pans, and silverware.

12. **WHAT YOU SHOULD BRING:** Plan on packing your personal toiletry items, food, cleaning supplies, paper products, and hair dryer (if needed). We do supply paper products (TP / Paper towels) but cannot guarantee that they will last the duration of your stay. You should plan on making a trip to the grocery store to replenish these items as you need them.

13. **PARKING:** Please park on the street in front of the property (up to 4 cars). There are no fees for parking on the street. Parking on side streets is not allowed. There is a garage on the premises it is not part of the rental and it is not available for parking or storage.

14. **VIDEO SURVEILLANCE:** Guest acknowledges the presence of two (2) exterior security cameras. By booking, you are consenting to video/sound being recorded on the exterior of the property. The security cameras face the front and back of the property, one is located outside above the front door the other is located on the outside back wall. There are no cameras inside the property or any that intrude on private space. Any tampering with or disconnecting cameras will result in immediate eviction of your stay without refund.

15. **TENANTS LIABILITY:** Tenant agrees to accept liability for any damages caused by Tenant or Tenant's guests to the rental property and all property located on the premises (in excess of normal wear and tear) including, but not limited to, landscaping, appliances, and/or equipment furnished. If damages are in excess of the security deposit being held, Tenant agrees to reimburse Owner for all costs incurred to repair/replace damaged items. Tenant acknowledges that unless Owner is notified on the day of check -in of any damage or cleaning concerns, all such damages or concerns to the property during the occupancy will be Tenant's responsibility.

**Please Initial:** \_\_\_\_\_

16. JACUZZI/TUB/SHOWER/SAUNA WAIVER AND RELEASE OF LIABILITY By receiving this document, and in consideration of the risk of injury while participating in use of the jacuzzi/tub and/or shower and/or sauna (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, my guests, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge the owners, affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

17. HOLD HARMLESS: I agree to indemnify and hold harmless the Owner/Manager against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Owner/Manager incurs any of these types of expenses, I agree to reimburse the Owner/Manager for the full extent of the expense. Tenant hereby waives and releases any claims against the Owner/Manager, the Rental Agent and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by Tenant on or near or adjacent to the Premises, including any common facilities, activities or amenities. Tenant agrees to use any such facilities or amenities entirely at the Tenant's own initiative and risk. Risk of Loss and Indemnification: The Owner/Manager shall not be liable for any damage or injury to the Tenant, Tenant's family, guests, invitees, pets, or their respective property arising out of this Agreement or the use and occupancy of the Premises by Tenant or Tenant's invitees. Tenant shall indemnify, defend and hold the Owner/Manager harmless for, from and against any and all claims, liabilities, damages, attorneys' fees, court costs or assertions of every kind and nature arising out of this Agreement or the use and occupancy of the Premises by Tenant and Tenant's invitees, unless caused by the gross negligence or willful misconduct of the Property Owner. Limit of Liability: In no instance or circumstance will the Owner/Manager, its agent, or affiliated representative be liable for more than the total amount paid by the Tenant.

18. ADDITIONAL TERMS AND CONDITIONS: The Owner will not accept liability, nor will any portion of the rent be refunded, for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity, or plumbing (the Owner agrees to expeditiously resolve such issues after being notified by the Tenant of any needed repairs, and the Tenant agrees that an Owner's Agent shall have the right to enter the premises during reasonable hours to make such repairs). The Owner will not accept liability for any loss or damage caused by weather conditions, natural disasters, acts of god, or other reasons beyond its control, nor will any portion of the rent be refunded. Only if the State or local authorities order a mandatory evacuation in the area of the residence, the Owner will refund: (a) half of any unused portion of rent from a guest currently at the residence, (b) half of any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten the stay, to come in after the mandatory evacuation is lifted; and/or (c) half of any advance rents collected or deposited for a reservation that is scheduled to arrive during a period of mandatory evacuation.

19. SURVIVAL: If any paragraph in this Agreement is found contrary to law, the rest of the Agreement shall remain in effect.

20. MAILING ADDRESS: Our office mailing address is; **4258 E. Desert Sands Pl., Chandler, AZ 85249**. This signed agreement can be emailed, faxed (480)-269-9913, or sent in the mail.

**REMEMBER THAT YOU ARE RENTING A PRIVATE HOME. PLEASE TREAT IT WITH THE SAME RESPECT YOU WOULD LIKE SHOWN TO YOUR OWN HOME. HAVE A WONDERFUL TIME AND THANK YOU!**

**TENANT SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_