

2008  
**RENTAL AGREEMENT**

RENTAL PROPERTY:  
Main House + Lower Cottage  
(Floors 1, 2 and 3)  
835 Delancey Place  
Ocean City, NJ 08226

OWNER:  
Brubaker Investments, LLC

Tenant's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Street  
Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Rental Period: FROM Saturday; **June 14, 2008 3:00 PM**

TO Saturday; **June 21, 2008 11:00 AM**

Maximum occupancy: 16 (NOTE: Violation of occupancy limits can and will result in forfeiture of security deposit)

	Amount	Due Date
Rental Rate	\$ <b>3800</b>	
<b>Payment Schedule</b>		
Reservation/Security Deposit:	\$ <b>300</b>	Due at Lease signing
First Installment	\$ <b>1900</b>	3/1/2008
Final Balance	\$ <b>1900</b>	5/14/2008

**Make checks payable to Brubaker Investments, LLC. Payments should be mailed to 6 Keystone Way, West Windsor, NJ 08550.**

Rental Property consists of the Main House and the Lower Cottage. The Main House consists of a living and dining room, kitchen, 5 bedrooms and two full baths and is fully furnished and equipped with central air-conditioning, washer/dryer, cable TV, microwave oven, and all kitchen appliances, dishes & utensils. The Lower Cottage consists of 3 bedrooms and 1 full bath.

Linens are NOT PROVIDED: The Main House has 2 queen size beds, 1 full size beds, 1 full size sofa-bed & 4 twin beds. Please bring appropriate linens as well as towels for your use. The Lower Cottage has 1 queen side bed, 1 full size bed and 2 twin beds.

RESERVATION/SECURITY DEPOSIT: The deposit will be held in a non-interest bearing account. It is the obligation of the tenant to surrender the Rental Property in good clean condition by the time specified; normal wear and tear is expected. Tenant shall pay for any damage or undue

uncleanliness to the Rental Property caused during his/her possession. Reservation/Security deposit will serve to reserve the chosen time period and will be returned to tenant within 60 days of lease expiration by mail, minus the costs to repair or replace damaged or lost items such as furniture, beach tags, cookware, etc. Owners may retain the deposit for violation of the Terms and Conditions of the Rental Agreement.

**CANCELLATION:** If the tenant cancels the Rental Agreement, the reservation/security deposit will be returned only if the Rental Property is rented at no loss to the owner.

All occupants of the Rental Property must be listed in this Rental Agreement and shall be equally responsible for observing the Terms and Conditions specified in this agreement. The tenant's signature certifies that tenant is over eighteen (18) years of age, has read this agreement, and understands that breach of any terms can and will result in loss of security deposit plus any additional costs.

## TERMS AND CONDITIONS

IT IS UNDERSTOOD AND AGREED between all parties that tenant and permitted occupants will abide by and conform to the following, and that any breach thereof, will at owner's option, give the owner the right to declare this agreement null and void, and said term ended, and to re-enter the Rental Property and remove or have removed all persons therefrom, and in that case, tenant agrees to forfeit all payments made on account of this rental agreement and all remedies and right they may possess hereunder:

1. **NOISE:** No tenant shall make or permit any disturbing noises on the premises by himself, his family, agents, servants or visitors, nor permit such persons to do anything that will interfere with the rights, comforts, or conveniences of other tenants or neighbors. No tenant shall cause excessive and annoying noise. No noise is permitted after 12 Midnight.
2. **GUESTS:** No other persons shall occupy the Rental Property at any time, except those registered below on this lease. Occupancy of the Rental Property is limited to 16 persons except for occasional daily visitors. Violation of occupancy limits can and will result in forfeiture of security deposit.
3. **SMOKING:** No smoking on the premises at anytime.
4. **DRINKING:** There shall be no consumption of alcoholic beverages on or around the premises by any minor under 21 years of age, and there shall be no congregation or drinking on the porches, steps or street in front of the Rental Property.
5. **ILLEGAL DRUGS:** There shall be no use of any illegal drugs by any tenants or visitors.
6. **COMPLAINTS:** Any complaints to the Police Department concerning the behavior of you or your guests while on the premises shall constitute a breach of this lease.
7. **RIGHT OF ACCESS:** The owner or his agent shall have the right but not the obligation to enter into Rental Property and upon the premises at all reasonable hours for the purpose of inspection, but owner agrees not to exercise this right in such a way as to unreasonably interfere with the quiet enjoyment of the lessee.
8. **RECYCLING:** The tenants are responsible for the separation of recyclable materials according to the mandated laws of the State of New Jersey. If the City or other official levies any fines to the property address during the rental period, the tenants shall be responsible for such fines and these will be deducted from the security deposit.
9. **PETS:** No pets of any sort are allowed in the Rental Property or on the premises at any time, including those of visiting guests.
10. **PARKING:** Off-street parking is provided for one to two vehicles in front of the garage. Additional vehicles must park in designated spots on the street.
11. **PORCH:** Hanging of rugs, towels, clothing, etc. on the railings is prohibited. Leaning on the railings or standing or sitting on the railings is prohibited.
12. **DAMAGE:** Occupants shall be liable for all damages caused during their occupancy of the

