

1. **CANCELLATIONS:** If tenant cancels this agreement, Landlord shall keep deposit, less Agents commission. If Agent can re-rent premises, Agent will refund Tenant's deposit less 15% charge on the total amount of rental. Tenant may not assign this contract or sublet premises without permission of Landlord or Agent. Bethany Area Realty processing fee is non-refundable.
2. **PROPERTY INSPECTION:** Tenant acknowledges that he/she has personally inspected the rental property and accepts it in an "as is" condition, or if he/she has not inspected the premises, he/she waives the right to withhold rent for any alleged deficiency in the premises or to otherwise claim that the property has been misrepresented to him/her either by Landlord or Agent.
3. **NUMBER OF OCCUPANTS:** Occupancy shall be limited to _____ persons.
4. **REFUNDS:** It is mutually agreed that if, during the term of this lease, if a mechanical failure occurs to the fixtures or appliances in the leased premises, without fault or negligence of the tenant, the Landlord or his Agent will act promptly to have any malfunction corrected. **THERE WILL BE NO REFUNDS.** Any breakage or damage to the unit caused by tenants shall be responsibility of the same.
5. **TELEPHONE: No telephone is included in the agreement.** If a telephone is on the premises, Tenant will use credit card, have call billed to home phone, or reverse charges.
6. **PETS: NO PETS PERMITTED. VIOLATION SHALL RESULT IN IMMEDIATE EVICTION.**
7. **KEYS:** Tenant will be furnished with (2) keys to premises. Tenant will be liable for a lost key charge of \$35.00 for each key lost. A fee of \$75.00 will be charged for lockouts. Please return all keys to Bethany Area Realty on or before 10:00 a.m. on the day of check-out. Key box is located on the left side of office door.
8. **BED LINENS, TOWELS & PAPER PRODUCTS:** Tenant must furnish all necessary sheets, pillow cases, (not pillows) towels, and paper products required for personal use.
9. **MESSAGES:** Agent cannot accept messages, faxes, or packages for Tenant at Rental office.
10. **COMMUNITY RULES:** Tenant agrees to obey community and condo rules on the use of common areas and recreational facilities.
11. **TIME IS OF THE ESSENCE** in this agreement, and Tenant shall be liable for damages for any holdover.
12. **VIOLATIONS:** Any nuisance or breach of peace by Tenant shall be a breach of this agreement and the Landlord or Agent shall have right to enter and peacefully repossess premises.
13. **OCCUPANCY:** The Tenant signing this contract must personally be in occupancy during full term of the lease, and Tenant will not assign or sublet.
14. **TELEVISIONS, DVDS, VCRs, TELEPHONES, INTERNET SERVICE, GRILLS (if provided) are a courtesy of the owner.** There is **NO GUARANTEE** that they will be in working order during term of lease. Owner will not provide charcoal or propane.
15. **CLEANING:** Any complaints must be reported day of arrival. **NO REFUNDS.** If necessary, cleaning may occur until 6:00 PM
16. Bethany Area Realty reserves the right to move Tenant to another unit.
17. **NO SMOKING ALLOWED IN UNIT.** Violation will result in immediate eviction.
18. **SERVICE CALLS:** Unnecessary **TENANT RELATED** service call or repairs will be deducted from the security deposit at the discretion of the Rental Manger. If there is a service call and the vendor determines that everything is working properly and Bethany Area Realty is billed for that call we will deduct it from the security deposit.
19. **TERMINATION OF LEASE:** The lease will expire at 10:00 am on the date set above and all keys to be returned to the real estate office. If the Tenant, family members or guests create any disturbance of the peace which is reported to the Landlord, Police, or Real Estate Company or violates any terms of this lease, the Tenant at the sole discretion and demand of the Landlord and/or his Agent agrees to vacate the premises immediately upon said demand by the Landlord and/or his Agent. **CAUTION: Specific violations of the law, i.e., Acts of Domestic Violence, Assault, Drug Use and/or Possession of Contraband, Destruction of Property, Underage Drinking and/or Contributing to the Delinquency of Minors are strictly prohibited and will be cause for IMMEDIATE EVICTION OF ALL TENANTS/OCCUPANTS AND FORFEITURE OF ALL MONIES associated with the lease of this property.** Landlord and/or his Agent reserve the right to inspect the premises at anytime should there be evidence of activities as noted above.
20. **SECURITY DEPOSIT:** Any deductions shall be at the sole discretion of the agent without protest from tenant. Security Deposit will be refunded **Four (4) weeks** from the date of Checkout as long as there is no damage to property, house left excessively dirty, outstanding tenant related repair bills, telephone or pay- per- movies billed to the owner.
21. All furniture shall be replaced in the same position it was found at the beginning of rental. In the event that furniture is rearranged but not replaced by time of departure, tenant shall be forfeit security deposit in full.
22. **POOL & PARKING PASSES:** If the rental unit has pool or parking privileges, tenant may request the passes at check-in with a **deposit** of \$50.00 per **each** pass. If pass is lost or destroyed we will retain the deposit. Deposits will be taken at the discretion of the Rental Manager. If no deposit is held and tenant does not return the pass, the cost of replacing the pass shall be deducted from the security deposit with no protest. Tenants renting Sea Colony or Sea Villas shall **purchase** their Rec Badges directly from Sea Colony located in the Marketplace. Bethany Area Realty has no responsibility for the price of Sea Colony Rec Badges.

Typically: East Side of Route 1 Security Deposit: \$1000; West Side of Route 1 Security Deposit: \$500.

SECURITY DEPOSIT TO BE PAID WITH BALANCE OF RENTAL ON/OR BEFORE JUNE 1st.

I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT:

Renter

Date

Ann Raskauskas , Broker

Date