

LEASE AGREEMENT

The Landlord and Tenant enter into this lease agreement ("Lease" or "Agreement") for the lease of the premises described herein for the term set forth herein in accordance with the following terms and conditions.

Check-in at 1:30 PM

Check-out at 10:30 AM

Keys will not be distributed prior to check-in. Please return all keys to the Compass RE office.

Tenant agrees to pay the Total Rent plus fees as defined below. Payment can be made with personal checks made out to "Compass" or through

https://realtimerental.com/tenant/register?security_stamp=B6BFC29B-CB76-4115-88EF-5596C1BBF5A2&tenantid=1479675 using an eCheck, ACH or credit card as set forth below.

LANDLORD'S RESPONSIBILITIES: Landlord certifies that the Premises is in compliance with and conforms to all applicable ordinances and codes and a current license and municipal inspection have been obtained for the Premises. Landlord shall deliver the Premises in clean condition with all major systems and appliances in good working order.

CHECKOUT TIME AND TENANT'S RESPONSIBILITIES: Check-out time is listed above and is strictly enforced. Tenant shall return the Premises at the end of the Term in good and clean condition (vacuum or sweep all floors, rinse out all sinks and tubs, empty dishwasher and put away all utensils, remove and dispose all items from refrigerator, check and remove all personal items from drawers and closets and properly arrange all furniture), subject to reasonable wear and tear. Tenant agrees to make no alterations to the Premises, including but not limited to moving within the Premises, or removing to storage, any of Landlord's furniture or furnishings without Landlord's express written consent. Tenant agrees that if a mandatory evacuation is ordered by the authorities, Tenant shall leave the Premises according to official evacuation instructions. Tenant is required to separate trash into the proper containers provided by Landlord according to local laws and ordinances. Failure to separate recyclables and place containers out for the scheduled pick-up may result in an incidental charge to Tenant. Smoking is prohibited on the Premises.

TERMS AND CONDITIONS

1. USE & OCCUPANCY: Tenant shall use Premises as a vacation rental for not more than the maximum occupancy of the Premises, in a manner consistent with the terms of this Agreement and applicable laws and ordinances of the town within which the Premises are located. Tenant affirms that he/she is over twenty-five (25) years of age and minors will not occupy this property unless an adult is present at all times.

2. ACCEPTANCE OF PREMISES: Opinions as to the condition of the Premises vary from individual to individual and are subjective. If Tenant has not personally viewed or inspected the Premises, Tenant shall not rely on any opinion expressed by a third party, including Compass RE or Landlord. Tenant bears the sole risk of renting the Premises sight unseen and in not being satisfied with the condition of the Premises at the time of check in. It is highly recommended that Tenant personally

inspect the Premises before signing this Agreement. The Premises is rented "as is".

3. UTILITIES & AMENITIES: The Premises is owned and maintained by Landlord and every reasonable effort is made by Landlord to keep the Premises and utilities in good working order. Appliances, air conditioning, and amenities are not guaranteed, and refunds will not be given due to breakdown.

4. PETS: Pets are not allowed on the Premises unless agreed to by Landlord in a separate Pet Addendum. Violation can be cause for immediate eviction and any pre-paid pet fee or security deposit will not be returned to Tenant.

5. BUSINESS RELATIONSHIPS: Landlord has appointed Compass New Jersey, LLC (“Compass RE” or “Rental Agent”) as Landlord’s Agent. Landlord agrees to pay Compass a commission on this Agreement as set forth below. Compass RE has informed Tenant of the services of Rental Guardian who provides the Damage Protection Program (defined below) and can offer Trip Insurance for Tenant’s stay at the Premises. Compass RE has no interest in or affiliation (other than being a potential insured party) with Rental Guardian, financial or otherwise, and makes no warranty or representation as to Rental Guardian.

6. PAYMENT TERMS:

a. PAYMENTS DUE: All payments are due in the Compass RE office by the dates indicated above via online portal, in-person or by mail. Final payments are due in the Compass RE office NO LATER THAN 30 DAYS PRIOR TO CHECK-IN. Reservations booked less than 30 days prior to check-in must be paid in full via credit card or with certified funds sent overnight delivery to the Compass RE office. **Compass RE cannot accept personal checks for any payment due/paid less than 30 days prior to check-in.**

b. ONLINE PAYMENT SERVICE: Compass RE offers through a third-party vendor, the ability for the Tenant to make payments through an online payment portal. Tenant may pay using MasterCard, Visa, Amex, Discover, debit card and eChecks. Tenant can access the online payment portal through the Tenant Portal. Tenant understands that the online payment vendor, not the Rental Agent, charges a fee for their services which they add to the payment being made at the time. Compass RE receives no compensation for such service and such services are for the Tenant’s convenience.

c. MAILING & IN PERSON PAYMENTS: Tenant may also submit payment in the form of personal check, money order or cash. Any payments made using a personal check must be received in the Compass RE office NO LATER THAN 30 DAYS PRIOR TO CHECK-IN to be accepted. Any payments made after 30 days prior to check-in are to be paid in some form of certified funds (money order, bank check, cash or through the tenant portal).

d. RETURNED CHECKS: There will be a \$40 fee charged to the Tenant for any check returned by the bank for NSF (insufficient funds), which must be paid before the Tenant can check in.

e. CREDIT CARD CHARGE BACKS: Tenant will be responsible for all charges and attorney’s fees for collecting payments from Tenant directly should Tenant cancel a previously approved credit card charge without prior authorization from both the Landlord and Compass RE.

f. ADVANCE RENTAL PAYMENTS: Tenant understands and agrees that all rental payments are “rent paid in advance” and not deposits. Tenant further understands that all monies paid as rent will be disbursed in a timely manner either to Landlord, or to Compass RE for commission and fees, and will not be retained in a trust account.

7. NONREFUNDABLE PROCESSING FEE. Tenant agrees to pay Compass RE a nonrefundable tenant processing fee, which shall be made at the signing of this Agreement. Tenant acknowledges that this payment represents the efforts of Compass RE in processing the rental application of the Tenant and assisting the Tenant before, during and after Tenant's vacation, as well as utilizing the Damage Protection Program, if necessary. Tenant acknowledges that Compass RE solely represents the Landlord in this rental transaction.

8. CANCELLATION POLICY:

a. Prior to receipt of a fully executed lease, all requests to cancel a rental reservation must be made in writing, via fax or email to your Compass RE rental agent. If we receive a request to cancel your rental reservation prior to our receiving the fully executed copy of the lease from the Landlord, we will cancel the reservation and return rental monies paid, less the non-refundable Processing Fee.

b. After receipt of a fully executed lease, If you must cancel your reservation after we have received the fully signed lease from the Landlord, 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 to you and you will continue to be responsible for the full amount of the rental under the terms, conditions, and due dates of this agreement, unless and until the property is re-rented at no loss to the Landlord. If you have purchased Travel Insurance (see Section 9, Travel Insurance for details), please refer to your policy for instructions.

c. If the property is re-rented at NO Loss to the Landlord, then the total of any rent consideration paid to Compass RE will be returned to the Tenant, if and when the monies are paid by the Landlord to the Compass RE. Please note that the Processing Fee is non-refundable.

9. TRAVEL INSURANCE: Refunds will NOT be given for cancellations or occupancy delays due to deaths in the family, medical emergencies, travel cancellations or delays, weather related events or evacuation, loss of job, government shutdowns and closed beaches or other events that would be considered acts of God or that are beyond that control of Landlord.

Tenant may purchase TRAVEL INSURANCE through Rental Guardian. Travel Insurance is HIGHLY RECOMMENDED and should be considered. You are a valued guest and we want to do everything possible to make your trip enjoyable and worry free. Travel Insurance reimburses for pre-paid nonrefundable expenses due to certain unforeseeable circumstances that may result in the cancellation or interruption of vacation plans. Coverage is also provided for travel delays, medical/dental expenses, emergency medical transportation, travel accidents and rental car damage. Please visit the site provided for more information. Rental Guardian site - <https://travelprotection.insure/407.html>

Tenant acknowledges that refunds will not be given for cancellations FOR ANY OF THE REASONS STATED ABOVE IN CLAUSE 9 and acknowledges that trip insurance is available.

10. VACATION RENTAL DAMAGE PROTECTION PROGRAM: The Premises and its contents are valuable and reasonable care should be taken by the Tenant during Tenant's stay. This lease offers a Vacation Rental Damage Protection Program ("Damage Protection Program"), that reimburses certain costs for unintentional and accidental damage to the Premises during the Tenant's stay. The Damage Protection Program will pay a maximum benefit of \$3,000. Tenant will remain responsible for any damages above

this limit, and for any damages not covered by the Damage Protection Program. Certain terms and conditions apply.

a. PAYMENT: The Damage Protection Program Fee is included with the Tenant's final rent payment. By submitting payment for this Program, Tenant authorizes and requests Compass RE to pay directly to Rental Guardian the Damage Protection Fee and authorizes Compass RE to process claims under the Damage Protection Program relating to this Lease.

b. REPORTING DAMAGE: If, during the Tenant's stay, Tenant or a member of Tenant's family or Tenant's guest causes any damage to real or personal property of the Premises, Tenant must notify the Compass RE agent involved with the Lease at that time, and before check-out. Failure to report damage prior to checkout may cause the denial of coverage AND tenant will be responsible for any damages not covered by the Damage Protection Program, due to tenant's failure to report damage prior to check out.

11. SECURITY DEPOSIT: In addition to the Damage Protection Fee, if required by Landlord, Tenant shall pay a security deposit in the amount of \$ N/A, which must be received on or before , paid to the order of Compass RE by check drawn on a U.S. bank or by electronic wire transfer, to be held as security by Compass RE in a segregated non-interest-bearing account. The security deposit shall not be used for rent. Tenant shall remain liable for any charges in excess of the security deposit, which obligation shall survive this Agreement. Within thirty (30) days following expiration of the Term, Compass RE/Landlord shall return the security deposit to Tenant, adjusted for any damages beyond normal wear and tear, unless there is a dispute between Landlord and Tenant. In no event shall Compass RE be required to mediate any disputes arising therefrom and Landlord and Tenant release Compass RE from any liability relating to the disposition of the security deposit.

12. REPAIRS: Tenant shall promptly notify Landlord in the event of failure of a major system or appliance. Landlord shall make repairs as soon as reasonably possible. Compass RE is not responsible for such failure or repair. The Agreement shall not terminate as a result of cosmetic defects, inoperable appliances or as a result of offsite conditions beyond the control of Landlord or Compass RE. If Tenant must vacate the Premises because of damage not resulting from Tenant's act or neglect, Tenant will not have to pay rent until the Premises is repaired.

13. ENTRY BY LANDLORD: Upon reasonable notice, Landlord may enter the Premises to provide services, inspect, repair, improve or show the Premises. In case of emergency, Landlord may enter the Premises without Tenant's consent.

14. NEARBY CONSTRUCTION: Neither the Landlord or Compass RE or its agents can predict or control where or when construction may take place. Tenant agrees that the Landlord, nor the Broker/Agent are responsible for any problems encountered as a result of nearby construction and there will be NO REBATES, REFUNDS, OR DISCOUNTS given for construction activities of any kind occurring near or adjacent to the Premises.

15. TENANT LIABILITY/CONTENTS: Landlord shall not be responsible for (a) any injury, loss or damage to Tenant's contents, personal property or belongings; (b) any injury, loss or damage for which Tenant is liable; or (c) any injury, loss or damage which is suffered by Tenant, Tenant's family, guests or invitees, unless caused by Landlord's gross negligence. Tenant hereby indemnifies and holds Landlord harmless, including reasonable attorney's fees, from and against any liability, damage, expense, judgment, claim or

other loss arising from Tenant's use and occupancy of the Premises, unless caused by Landlord's gross negligence.

16. TENANT'S DEFAULT: Any default by Tenant under the terms and conditions of this Agreement including but not limited to, late or unpaid rent, shall result in the termination of this Agreement and shall require Tenant to immediately vacate the Premises, with no refund to Tenant.

17. AGENCY DISCLOSURE: Dustin Laricks is an authorized representative of Compass RE and is working in this transaction as a Landlord's Agent only.

18. COMMISSION TO RENTAL AGENT: The parties acknowledge and agree that (a) Compass RE is the broker that brought about this transaction; (b) 11% commission on the total rent is due and payable in full by Landlord to Compass RE upon the execution and delivery of this Agreement by all parties; (c) 11% commission on the total rent shall be due and payable in full by Landlord to Compass RE upon the execution and delivery of any extension or renewal of this Agreement; and (d) a six percent (6%) commission on the total sale price is due and payable in full by Landlord to Compass RE at closing if the

Property is sold to Tenant with two (2) years of the end of this Lease Term. The parties hereby acknowledge and agree that, by directing payment in any form from Tenant's account to Compass RE, Tenant is merely facilitating Landlord's payment of the commission due to Compass RE by Landlord. Such payment shall in no event imply that Tenant is obligated to pay the brokerage commission due or that Compass RE is acting as the agent of Tenant in connection with this Agreement.

19. NON-LIABILITY OF RENTAL AGENT: The parties understand and agree that Compass RE is acting only as Landlord's Rental Agent, not a property manager for these Premises. The parties further agree that Compass RE shall not be liable to either party in connection with the condition of the Premises or the default of any of the terms of this Agreement by either party and all parties shall indemnify and hold harmless Compass RE and its employees and real estate agents from and against any loss, liability or expense (including reasonable attorney's fees) arising from any deaths or injuries to any person or damage to the Premises during the term of the Lease or arising from the default by either party under the terms of this Agreement.

Furthermore, the parties hereto agree that Compass has informed the parties of the existence of certain local rules and regulations which may require, without limitation, the procurement of a permit to lease the Premises and/or the registration of the Premises, and that failure to abide by such rules and regulations may result in fines, and in certain circumstances, incarceration. The parties hereby agree that Compass shall in no event be liable for either party's violation of any such rules and regulations and the parties shall indemnify and hold harmless Compass from and against any loss, liability or expense (including reasonable attorney's fees) arising from any such violations by the parties. In the event Compass RE has made a payment to Landlord which Tenant withdraws or otherwise cancels such that Compass RE never receives the funds, Landlord agrees to reimburse the Compass RE for any such funds.

20. MEGAN'S LAW: Under New Jersey Law, the county prosecutor determines whether and how to provide notice of the presence of convicted sex offenders in an area. In their professional capacity, real estate licensees are not entitled to notification by the county prosecutor under Megan's Law and are unable to obtain such information for you.

21. CONSUMER INFORMATION STATEMENT: If requested, Compass RE will provide Landlord and Tenant with the Consumer Information Statement on New Jersey Real Estate from Compass RE.

22. PEACEFUL ENJOYMENT: Landlord agrees that if Tenant pays the rent and is not in default of any of the terms of this Agreement, Tenant may peaceably have, hold and enjoy the Premises for the duration of the Term.

23. NO SUBLEASE OR ASSIGNMENT: Tenant may not sublet all or any of the Premises nor assign this lease.

24. TRANSFER OF TITLE: Landlord shall provide Tenant with notice upon or immediately after any sale or transfer of Landlord's interest in the Premises. Landlord shall require the buyer to assume in writing all of the obligations of Landlord under this Lease. Notwithstanding any limitations on liability set forth elsewhere in this Lease, Landlord shall continue to remain liable hereunder after any sale or transfer unless the buyer expressly assumes in writing all of the obligations of Landlord under this Lease. This agreement shall be binding on the successors and assigns of the Landlord.

25. PREPARATION OF LEASE AGREEMENT: Landlord and Tenant hereby expressly acknowledge and agree that this Agreement has been drafted as a service by Compass RE for Landlord and Tenant, and that both Landlord and Tenant have had the opportunity to consult their own individual attorneys with regards to their respective rights and obligations under this Agreement and any applicable law, including without limitation the need for any permits, accounts or other arrangements necessary to fulfill their respective obligations and protect their respective rights. It is further acknowledged that Compass RE has provided this Agreement as a courtesy to the parties and that neither Compass RE nor the drafter of this Agreement represents Landlord or Tenant as counsel with regards to this Agreement.

26. NO MODIFICATION; NO WAIVER: This Agreement may not be modified except by a writing signed by all parties hereto. No waiver by Landlord to any breach of any of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the Agreement.

27. ENTIRE AGREEMENT; SEVERABILITY: This Agreement constitutes the entire agreement between the parties, and supersedes all prior discussions, negotiations and agreements, whether written or oral, between the parties. A determination that any provision or provisions of this Agreement are unenforceable or invalid shall not affect the enforceability or validity of any remaining provisions of this Agreement.

28. COUNTERPART SIGNATURES: This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument; however, this Agreement shall not be effective or enforceable against any party hereto until all parties have executed at least one counterpart and all parties have received a counterpart of all signatures. A facsimile, email or electronic transmission of signatures to this Agreement shall be legal and binding on the parties hereto.

29. ADDENDUM: must put trash cans behind back fence By signing below, Tenant and Landlord acknowledge that they have read, understand and accept all terms and conditions of this Lease.