

**TOP END TOWN HOMES RENTAL AGREEMENT AND INFORMATION SHEET**

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

PHONE: (480) 467-7632

FAX: (480)-269-9913

PROPERTY ADDRESS: 500/502/504 N Massachusetts Ave Atlantic City NJ, 08401

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

Guest's Name: \_\_\_\_\_ Guest's Address: \_\_\_\_\_

Guest's Cell Phone # and Email Address: \_\_\_\_\_

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

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

This Rental Agreement is presented to the Guest (the individual making the reservation) prior to booking or paying for a reservation. If the Guest wishes to make a reservation and occupy this property it is a requirement to accept this Rental Agreement. The booking system will not allow a reservation or payment to be made without electronically accepting this rental agreement. By submitting a payment, Guest acknowledge that he/she has read, understood, and agrees to the terms contained within this agreement. It is expected if the Guest has any questions or concerns with anything contained within this agreement that the Guest contacts the Homeowner/Manager prior to making and paying for the reservation.

Upon the Ending Date (the check-out date), Guest shall be required to vacate the Premises by 11am unless one of the following circumstances occur: (a) The Homeowner/Manager and Guest formally extend the reservation in writing or (b) The Homeowner/Manager willingly accepts new rent from Guest, which does not constitute past due Rent.

1. AGREEMENT: Guest agree as follows: Guest is an adult over 21 years old and will be an occupant of the property during the entire reserved period (3<sup>rd</sup> party reservations are not allowed). Other occupants will be family members, friends, or responsible adults and cannot exceed the maximum allowed occupancy of 12 people at any time (even temporarily). Due to a city-wide law pertaining to Short Term Rentals that states no owner can rent to anyone under the age of 21, no Guests under 21 years old are allowed on property at any time without direct adult family members. If any Guest is under the age of 28, the Guest must disclose this to the owner via email or verbal conversation. Use of the premises will be denied to persons not falling within the aforementioned categories, and as a result they would be required to vacate the property immediately without any refund.

2. PARTIES / EVENTS / DISTURBANCES / NOISE / BEHAVIOR: HOSTING A PARTY OR EVENT AT THE PROPERTY IS STRICTLY PROHIBITED! To ensure the safety of our Guests, neighbors, and property, hosting a party or event at the property is strictly prohibited and enforced. The property is monitored closely. If there is a party the reservation will be cancelled, Guests will be required to leave without a refund, and there will be a minimum \$1000 fine charged. Noise: As per city ordinance, quiet hours are enforced between the hours of 10pm-8am. Guest agrees to keep noise during quiet hours to a minimum, including coming and going from the home and any use of outdoor spaces. We use smart home technology to deliver a quality experience. NoiseAware is a smart home device that measures decibel levels throughout the property and allows us to respond to noise nuisances without disrupting your stay. The device does not transmit or record audio, only sound decibels. NoiseAware is 100% privacy compliant and is required on this property. If there is a verified noise complaint a fine will be issued of \$500 per instance. Behavior: Guest agrees to act with decorum and civility at all times, and to be responsible for the behavior of any member of the Rental Group or person invited onto the Property by a member of the Rental Group. Examples of inappropriate behavior include, but are not limited to, disturbing the peace of the neighborhood; willful damage to the property; occupancy by persons not disclosed; excessive occupancy; public urination; violent, aggressive, confrontational, or threatening behavior; setting off fireworks; car racing or smoking of tires; climbing on rooftops or over deck railing; and/or failure to secure and lock the property while vacant. Should Guest allow or participate in such behavior, Homeowner/Manager has the right to evict any or all members of the Rental Group and other invited visitors. In the event that Guest occupancy is terminated, Guest understands and accepts that no compensation, reimbursement or refund will be made. Guest agrees to not move furniture or unplug cables from electronics such as the TV/cable box.

3. SECURITY DEPOSIT: A security deposit is required at booking. 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. Guest is liable for all replacements and repairs that are outside of what is considered normal wear/tear.

**4. PAYMENT SCHEDULE:**

\$ \_\_\_\_\_ 50% of total rent is due minimum 90 days before scheduled stay (the check-in date). *If less than 90 days please pay this immediately.*

\$ \_\_\_\_\_ Remaining 50% balance is due 60 days before scheduled stay (the check-in date). *If less than 60 days please pay in full immediately.*

\$ \_\_\_\_\_ Security Deposit of \$400 (Weekend/Mid-Week), \$500 (Weekly) or \$1000 (Monthly).

\$ \_\_\_\_\_ Pet fees of \$75 per pet if applicable.

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

\$ \_\_\_\_\_ **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 well, if using Venmo please select the "friends & family" option to avoid any processing fees. My Venmo User ID is: **@Steve-Laskarides**. Total balance due can be made in full at this time prior to three 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 \$85 fee is charged for all checks returned for non-sufficient funds (NSF).

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

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 Guest (for any reason) the rent payment is **NOT** refundable. That being said, Homeowner/Manager will make every attempt to re-rent the canceled dates. If Homeowner/Manager is able to re-rent the property for the same or lesser/discounted rate a refund of that amount will be provided to the Guest only if/when the dates are rebooked. Homeowner/Manager strongly advises Guest to buy a travel insurance policy and specifically recommends a "Cancel for Any Reason" (CFAR) policy to cover unforeseen events. Homeowner/Manager does not provide travel insurance policy.

6. **CHECK IN:** Check-in time is 4:00pm or any time after. **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 codes are temporary just for your stay, please allow 4 seconds for the door to fully unlock. Door codes **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 late-night hours.

7. **CHECK OUT:** Check out time is 11:00am or any time before. **THERE IS AN EXTRA CHARGE FOR LATE CHECK OUT AND PRIOR APPROVAL IS REQUIRED.** If the check-out time is missed a \$50 fee will be charged every 15 minutes, thank you for understanding the importance of a timely checkout. If available and the request is made at least 24 hours in advance, a later check-out time can be set up.

8. **CLEANING & CHECK-OUT:** **YOU ARE REQUIRED** to leave the property in the same general condition that you received it. We ask this so we can avoid charging an expensive cleaning fee. Most of the properties of this caliber/size in the area charge a mandatory cleaning fee of up to \$350 on top of the rent amount and our cleaning fee is significantly less than that. In return we request that you please collect and remove any personal trash items (please don't forget anything left on the decks), please wash and put away any used kitchen items (please feel free to use the dishwasher), must clean the grill if used (after check-out if grill is found used and uncleaned a \$50 charge will be assessed), and (if applicable) if using the folding beds please place them back in their bags and return them to the closet. Linens/towels: Nothing to do here. Please feel free to leave beds as is on your check-out day. It is the Guest's responsibility to maintain the house in a neat and clean condition throughout their stay. Some cleaning supplies have been provided for Guest use in the home. After departure, the property is inspected by both a Cleaning Crew and Housekeeping Inspectors. The property must be left in reasonable and clean condition or extra cleaning charges may be imposed. Thank you for helping us keep our cleaning fee low! Please leave all remote controls (including garage door remote) at the location. A \$70 per item fee will be charged for each lost remote control. **ALL DOORS AND WINDOWS MUST BE CLOSED AND LOCKED AT CHECK-OUT TO RECEIVE FULL REFUND OF SECURITY DEPOSIT.**

9. **PETS:** We are Pet Friendly! Pets are permitted on the property only when Homeowner/Manager has provided pre-approval to Guest and Guest has paid the pet fee. There is a required \$75 non-refundable Pet Fee (per pet). All pet waste must be cleaned up immediately and disposed of properly. Any damages to the Property or extra Property cleaning due to a pet will be charged to the Guest. Guest should prevent pets from producing excessive noise at a level that disturbs neighbors. Any complaints from neighbors regarding excessive noise or other nuisances may be cause for immediate termination of the rental without a refund. Pets will not be left unattended for an undue length of time. Unattended pets must be secured in a locked crate or enclosed pen while Guest is away. Pets will not be left unattended in the back, front, or side yards. Homeowner assumes no responsibility for illness or injury that may incur to pets or humans while on the premises. The Guest shall be solely responsible for the pets while on the Property.

10. **TELEPHONES:** The Owner does not provide landline telephones, and as such Guest 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, pillows, towels (except for beach towels), as well as a kitchen equipped with basic kitchen utensils such as microwave, oven, stove, toaster, coffeemaker (regular style), pots, pans, cups, and silverware. Additionally, we supply some paper products like TP and paper towels, also hand soap, laundry pods, dish pods, and trash bags but we cannot guarantee that those items will last the full duration of the stay. It's suggested to bring some of these consumable supplies with you or pick up once in town. For new sanitary precautions we do not supply personal toiletries like shampoo and body wash and condiments like salt/pepper as high touch items.

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. It is suggested to bring some with or pick up once in town.

13. **PARKING:** Please park in garage or nearby streets (up to 4 cars). There are no fees for parking on the street. Do not block access to neighboring garages or properties.

14. **SECURITY AND SAFETY:** The security and safety of all Guests is very important to us. 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 at the front of the home and 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, covering, or disconnecting of cameras will result in immediate eviction of your stay without refund.

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

15. **GUESTS LIABILITY, Damage:** Guest is responsible for damages to the Property that are above and beyond normal wear and tear caused by any member of the Rental Group or person invited onto the Property by a member of the Rental Group. In the event that it is found that the property requires excessive cleaning, has missing items, or incurred damage, Homeowner shall notify Guest of such damages within 7 days of the check-out date and invoice Guest for replacement or repair costs of missing or damaged items. Guest agrees to pay such invoice within 10 days of receipt. Guest 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 Guest's responsibility.

16. **JACUZZI/TUB/SHOWER/SAUNA & ELEVATOR WAIVER AND RELEASE OF LIABILITY:** In consideration of the risk of injury while participating in use of the jacuzzi/tub and/or shower and/or sauna and/or elevator (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself and any member of the Rental Group or person invited onto the Property by a member of the Rental Group, 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 Homeowner/Manager, 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.

17. **HOLD HARMLESS:** I agree to indemnify and hold harmless the Homeowner/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 Homeowner/Manager incurs any of these types of expenses, I agree to reimburse the Homeowner/Manager for the full extent of the expense. Homeowner/Manager expresses no guarantees, express or implied, regarding suitability or fit-ability for any particular purpose. Homeowner shall not be held liable, or otherwise take any responsibility, for any injuries that may occur to Guest, and/or anyone else Guest permits on the property including any pets, that is caused or permitted to be caused by the intentional, unintentional, negligent, or careless acts of said Guest, and/or visitors of Guest. Guest is strongly advised to purchase traveler insurance and carry their own personal injury and personal property insurance. Guest hereby waives and releases any claims against the Homeowner/Manager, the Rental Agent and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death, economical or emotional loss that may be sustained by Guest or pet on or near or adjacent to the Premises, including any common facilities, activities or amenities. Guest agrees to use any such facilities or amenities entirely at the Guest's own initiative and risk. All personal property kept by Guest in said premises shall be and remain at Guest's sole risk and Homeowner/Manager shall not be liable for any damages to, or loss of such personal property ensuing from any acts of negligence of any other persons, not from any problems with the rental unit from any other cause whatsoever. **Limit of Liability:** In no instance or circumstance will the Homeowner/Manager, its agent, or affiliated representative be liable for more than the total amount paid by the Guest.

**Bunk Beds/Babies/Toddlers:** Guest agrees to use bunk beds and ladders at their own risk. There should be no horseplay on or under the beds. The top bunk weight limit is 175lbs (79kg). Guest acknowledges that Property is on multiple floors with multiple stairs, decks/balconies and/or lofts, and is not baby or toddler-proof. It is the Guest's responsibility to care for and have oversight of babies and toddlers on or within the property at all times.

18. **ADDITIONAL TERMS AND CONDITIONS:** Homeowner/Manager has advertised the property in good faith and shall strive to ensure the operation of all amenities advertised as being available in the Property. Homeowner shall not be held financially responsible for any such items' failure to work but will make efforts to correct reported issues as quickly as possible. It is Guest's responsibility to immediately notify Homeowner/Manager of any issues that they incur or cause during their stay so that the repair and/or replacement may be promptly addressed. Homeowner is not responsible for any inconveniences for which Homeowner has no immediate control. The Homeowner will not accept liability, nor will any portion of the rent be refunded, for any inconvenience, these inconveniences may include, but are not limited to: breakdown of TV's and/or other appliances or devices; power or cable outages; water, gas, electricity outages; plumbing issues; adverse weather and/or road conditions; and construction in the area. The Homeowner agrees to expeditiously resolve such issues after being notified by the Guest of any needed repairs, and the Guest agrees that an Homeowner's Agent shall have the right to enter the premises during reasonable hours to make such repairs. The Homeowner will not accept liability for any loss or damage caused by weather conditions, natural disasters, pandemics, 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.

**Smoking of any kind inside the property is strictly prohibited:** There is NO SMOKING/VAPING of any kind (cigarettes, cigars, pipes, hookahs, etc) in the home. If a member of the Rental Group or anyone else Guest permits on the property smokes in the house, Homeowner/Manager has the right to evict any or all members of the Rental Group and other invited visitors and no refund will be issued. If Homeowner/Manager finds that Guest has smoked in the home, there will be a minimum \$500 fine charged.

**Illicit Drugs:** There is no illicit drug use of any kind allowed in, on, or around the property at any time. Should Guest allow or participate in such behavior, Guest will be immediately evicted. In the event that Guest occupancy is terminated, Guest understands and accepts that no compensation, reimbursement, or refund will be made. If Homeowner/Manager finds that illicit drugs were inside the home, there will be a minimum \$500 fine charged. Additionally, Firearms, guns, or weapons of any kind are strictly prohibited on property grounds or inside the property.

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

Internet Access/Downloading: Guest shall receive free internet access at arrival. Guest agrees that any illegal downloading during the stay shall be the responsibility of the Guest.

Homeowner/Manager or representatives reserves the right to enter the Property at reasonable times and with reasonable advance notice for the purposes of conducting repairs, providing supplies, or inspecting the Property. If Homeowner/Manager or representatives has a reasonable belief that there is imminent danger to any person or property, Homeowner/Manager or representatives can enter the Property without advance notice.

Long Term Stay: If renting greater than 21 nights (3-weeks) we require government issued Photo IDs of the renter and all guests. This should be provided within 48 hours after making the reservation otherwise the reservation will be canceled for a full refund. If the arrival date occurs with less than 48 hours before making the reservation please provide the IDs immediately. If there are any concerns with completing this please contact the Homeowner/Manager prior to making a reservation.

All parties agree to and will comply with Federal, State and County laws and regulations.

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

20. MAILING ADDRESS: Our administrative office mailing address is; 20306 E. Calle De Flores, Queen Creek, AZ 85142. This signed agreement can be scanned/emailed, faxed (480)-269-9913, or sent in the mail.

**PLEASE 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!**

**GUEST SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_**