



York Beach Mall
34444 Coastal Hwy, Unit 9
South Bethany, DE 19930
(302) 539-0525 1-800-234-GATE
www.SouthBethany.com

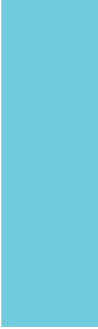
RESIDENTIAL OCCUPANCY LICENSE



Unit ID: R152*
Property Address: 501 North Ocean Drive
Occupancy Limit: 14
of Bedrooms: 6
Unit Phone: (302) 539-3920

Payment Description

Rent
Accidental Damage
Extra Linen Fee
Extra Towel Fee
Linen Fee
Processing Fee
Security Deposit
Tax
Towel Fee
Trip Canc and Trave
Total Due:



Payments Made



Bed Information

BR#1: 1- King w/bath
BR#2: 1- Queen w/bath
BR#3: 1- Pyramid Bunk
BR#4: 1- Queen w/bath
BR#5: 1- Queen
BR#6: 2- Singles
twin air mattress

IF YOU DO NOT WANT TRAVEL INSURANCE PROTECTION, INITIAL HERE

CHECK IN 3PM CHECKOUT 10:30AM NO PERSONAL CHECKS OR CREDIT CARDS ARE ACCEPTED AT CHECK IN. KEYS ARE TO BE PICKED UP AT THE OFFICE.

Please read terms and conditions below which are part of this agreement. Sign below and return one copy to the office within 10 days. Retain one copy for your records. Thank you.

- The undersigned Agent or Landlord licenses to the undersigned Tenant, and Tenant hereby accepts from Agent or Landlord the above described property to be used solely as a private dwelling. YOUR SIGNATURE OF THIS AGREEMENT, PAYMENT OF MONEY, OR TAKING POSSESSION OF THE PROPERTY IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENT TO USE THIS PROPERTY FOR A VACATION RENTAL.
- This agreement shall not be deemed to have been accepted by Owner until it has been executed by Tenant and returned to and executed by Agent. THIS AGREEMENT MUST BE SIGNED BY TENANT AND RETURNED TO AGENT WITHIN 10 DAYS FROM THE DATE HEREOF. Otherwise, Agent shall be privileged to return to Tenant his deposit and/or license the property to others without further liability to Tenant.
- It is agreed that Agent or Landlord, his contractor or employees, may enter the premises After 10:30AM on the date this license terminates for the purpose of clean up and repair and may remain on the premises till 5:00 PM if necessary. Tenant agrees to surrender possession of the property hereby licensed at the expiration of this license, peaceably and without delay, in as good condition as it was at the commencement of this license, reasonable wear and tear, act of God and/or other causes over which Tenant has no control excepted. Tenant is responsible for Any damage inflicted on property during his stay whether made by himself, his family or guests.
- The full amount of the rent and all fees and taxes thereon shall be due 30 days prior to check in. If the reservation is made within 30 days of check in, the amount due immediately will be the full amount as set above. Agent shall have the power to declare the termination of this license and the forfeiture of all payments made hereunder if the rent is not paid when it is due or if the Tenant gives Agent any check, draft, or money order for any payment which is not immediately collectible upon presentation. If Balance is left unpaid within 20 days of check in an additional \$20.00 late fee is due. ANY PAYMENTS MADE WITHIN 30 DAYS OF CHECK IN are to be in guaranteed funds i.e. cash, certified check or travelers check of a widely Accepted issuer. Tenant's personal check is not acceptable unless certified.
- The Tenant agrees that this license may not be assigned or the property sublet, except through the Agent, for which Tenant will pay a 15 percent (15%) commission for said sublicensing and any cost of cleaning. If the Landlord cannot be paid in full by rentals received from the sublicense, then Tenant will add such funds as are required to make full payment to Landlord. NOTE: 15% of the total rental amount will be charged for cancellations if the unit is re-rented. If the unit cannot be re-rented the full deposit will be forfeited and remaining balance due Landlord immediately. Any balance due that is not paid within 15 days will accrue simple interest @10% until paid in full.
- STATES OF EMERGENCY/ HURRICANES AND OTHER INSURED CANCELLATIONS: Trip Cancellation and Travel Protection has been included with your reservation and will be a part of your initial deposit payment. Vacation rental insurance reimburses you for pre-paid, non-refundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation investment and force you to incur unplanned expenses. The property management company can not refund money due to circumstances beyond our control including Hurricane evacuations, inclement weather and any illness or injury to someone within your traveling party that may cause you to cancel vacation. We strongly recommend you purchase this valuable protection, which includes many benefits like medical coverage, travel delay benefits, 24/7 emergency services and more (Review the many benefits here: <http://mysandcastle.rentalguardian.com/available-products.html>) However, if you do not wish to purchase travel insurance, please initial in the highlighted area above and it will be deducted from your final payment. By initialing above, you acknowledge you have read and understand our cancellation policy and choose not to purchase vacation rental insurance.
- If Tenant has not inspected the premises, he 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 either by Landlord or Agent. The assumption of occupancy by the Tenant shall be conclusive evidence that the premises are in good or satisfactory condition at such time.

8. If, during the term of the license, the building is damaged by fire or other casualty, without faults or negligence of the Tenant and that it is rendered wholly unfit for occupancy, this License shall terminate as of the date of such damage and the Tenant shall pay the rent apportioned to the time of the damage and surrender the property to the Landlord.
9. It is mutually agreed that if, during the term of this License, a mechanical failure occurs to the fixtures or appliances in the licensed premises, without fault or negligence of the Tenant, the Landlord or his Agent will act promptly to have any malfunction corrected. In any event, inability to have an item corrected will not constitute a constructive eviction. NO refunds will be made for any reason.
10. Tenant will pay all telephone installation charges when the installation is ordered by Tenant and will also pay all toll charges incurred during the term of the license when telephone service is provided by Landlord.
11. Tenant agrees that the premises are in good, sound and reliable condition and that if he is not personally acquainted with the condition of the premises that he will immediately make an inspection thereof to determine any defects or conditions that may result in injury to him, or his family or guests, and that he will indemnify Sandcastle Realty, Agent, or Landlord for any injuries accidental or otherwise, that may be incurred or suffered by anyone upon the premises for any cause whatsoever during the term of this contract.
12. Tenant agrees to save and keep the Landlord and his Agent free and harmless from any liability occasioned from damage, loss, personal injury or expense arising out of or in connection with use of the licensed property. Tenant is responsible for all legal fees and attorney fees incurred by enforcement of this contract.
13. It is mutually agreed and understood that Sandcastle Realty is acting as Agent only for the Landlord and has no liability to either party for the performance of any term or covenant of this agreement.
14. If, in the Agent's sole discretion, the Tenant becomes objectionable to the neighbors of the property, the Tenant agrees to remove himself and his effects from the premises at the request of the Agent. If Tenant fails to vacate the premises upon Agent's request, then he agrees to be liable for all damages for the holding over in violation of this provision of the License without regard to the issue of whether or not Agent made the request for eviction for good cause. In such event, Agent will attempt to sub-let the premises, if possible, and refund that portion of the rent paid which makes total rents received equal to original total, plus the commission to the Agent for sublicensing, plus costs of repairs and cleaning, if necessary in the judgment of the Agent.
15. In the event that the Rental Period has terminated or there is a breach of any term or condition of this license. Agent or its designee shall have the power and authority to enter onto and repossess the Property and remove there from the Tenant, other persons who are on or using the Property with Tenant's permission, and the goods, belongings and chattels of Tenant and such other persons, without liability for such entry, repossession and removal, and to hold the Property as if this license had not been made, except that all amounts paid to Agent hereunder shall be deemed to have been forfeited.
16. The Property shall not be furnished with linens, towels, blankets, radios, clocks, or maids or cleaning service (cleaning except at time of entering rental unit). When a television, VCR, DVD, ice maker, kayaks, canoes, beach equipment etc., and/or hot tub is provided in a unit, it is a courtesy of the owner and cannot be guaranteed to be repaired or replaced. No refund will be issued for any reason. Rentals are available at tenant's expense.
17. NO PETS of any kind shall be kept or harbored in the demised premises without the prior written consent of the Landlord or Agent. If this covenant is violated it shall be grounds FOR IMMEDIATE EVICTION of Tenant who will forfeit any rent paid to date of eviction as liquidated damages for breach of this contract.
18. Owner and Agent shall have the right to reasonably inspect and make repair to the Property and to the fixtures, appliances, furnishings, facilities and features thereof during the Rental Period.
19. If the demised property is equipped with a grill, Tenant shall not use a barbeque grill on the balcony of demised property. **Tenants are responsible for cleaning the grill before departure. If not cleaned \$50.00 will be deducted from security deposit.**
20. The Landlord or Agent, shall be permitted to enter the apartment during reasonable hours to make repairs or show unit to prospective buyers if property is offered for sale.
21. The Landlord or his Agent reserves the right to cancel this agreement at any time prior to tenant taking occupancy of the property. If this event should occur, Landlord or his Agent will refund deposit made by tenant.
22. In the event that Agent, by negligence or oversight of it or its employees, causes the Property to be rented for the Rental Period of this license by one or more other licenses, Tenant under this license shall be entitled to the rental only if: (1) Tenant is placed in occupancy of the Property by Agent before the parties to any other license; or (2) assuming no other person has been placed in occupancy of the Property by the Agent, this license became binding on the parties hereto at a time earlier than any other license became binding on the parties thereto. Should Tenant not be entitled to the rental of the Property as provided herein and should Agent not be able after reasonable effort to relocate Tenant to a reasonably comparable property, Tenant shall be entitled to payment by Agent of the rental amount herein, it being difficult or impossible to determine actual damages in the event.
23. The validity and construction of this license and all questions arising hereunder or relating to the performance hereof shall be determined and governed by the law of the State of Delaware, BECAUSE THIS LICENSE IS FOR A PERIOD OF LESS THAN 120 DAYS, IT IS NOT SUBJECT TO THE DELAWARE LANDLORD-TENANT CODE.
24. Agent is receiving as a commission for its service to Landlord 15% of the rent for the property and is authorized by the Owner and shall be entitled to pay this amount to itself from any deposit or prepayment of rent that it receives. Any rent in excess of its commission that is received by Agent shall be paid by it to Owner, not held in escrow.
25. NON REFUNDABLE FEES include a Processing Fee charged on all rentals and a Security Deposit Protector Fee if available and shall become part of the amount due to agent.
26. Tenant understands agent is being compensated in this transaction by the property owner and is contractually obligated to protect the interest of same. Agent hereby discloses to tenant, if tenant elects to purchase travel insurance protection with this agreement, agent will be compensated by Travel Guard for cooperation in the transaction.
27. ATTORNEYS' FEES AND COSTS. agent is hereby given a right to recover from Tenant all attorney's fees and costs related to Agent's successful prosecution or defense of any action brought by or against Tenant in any legal proceeding or action related to this license. NOTICE: This is a legally binding contract. If not understood, seek competent advice. This license is executed under authority granted by listing agreement between Agent and Owner and is subject to the terms and conditions of said agreement.
28. No Smoking is allowed on the premises.
29. **It is further agreed and understood that pets are not allowed in or on the leased premises and any violation of this covenant will be considered a breach of this agreement and all security monies shall be automatically forfeited.**
30. Security deposits are refundable to tenants as long as no damage was done to the property, nor any additional cleaning above normal was required. Said refunds should be released 4 weeks after checkout.
31. Accidental Damage Insurance is a mandatory fee. It covers up to \$1,500 in damages caused by accidents only, that are reported to the office immediately upon occurrence. Any damage determined NOT to be accidental will not be covered by this fee.
32. LOCKOUTS: A minimum \$50 fee will be charged to tenants who required additional keys delivered because they've locked themselves out of the unit.
33. Additional Terms:

Renter: _____

Date: _____



Sandcastle Realty Agent _____

Date: _____

