

TERMS AND CONDITIONS

A breach by Tenant of any term hereof, which is not cured within one day after written notification of such breach is received by the Tenant, shall constitute a breach of this Lodging Agreement by Tenant and Connor Jacobsen Realty, Inc. and may institute an action for immediate termination of the Lodging Agreement.

1. It is agreed that Connor Jacobsen Realty, Inc., the owner, or their assistants or employees, may enter the premises at 10:00 AM on the date this Lodging Agreement terminates and may remain on the premises until 6:30 PM on the date that this Lodging Agreement commences for the purpose of clean-up and repair.
2. The Tenant agrees that this Lodging Agreement cannot be assigned or sublet or used for any other purpose than as a private dwelling. The Tenant does agree to replace or restore any personal property which may be broken, lost, destroyed, or damaged, and excepting for usual and normal wear and tear, to repair all damages and injuries to the buildings hereby rented, resulting from lack of reasonable care and attention with respect thereto by the Tenant or by negligence of the Tenant.
3. Any time prior to the taking of possession of the Property, both the Owner and Tenant agree that for any reason whatsoever, at its sole discretion, without any liability whatsoever, Connor Jacobsen Realty and/or Agent may void this Agreement and return any rent paid by the Tenant. 4.11.06
4. The Tenant agrees to give up possession of the property hereby rented at the termination of this Lodging Agreement, peaceably and without delay, the execution and delivery being construed as full and sufficient legal written notice to the Tenant to quit or vacate the premises. Immediately upon the termination hereof, the property hereby rented shall be surrendered in substantially as good condition as it was at the time the Tenant was first entitled to possession under the terms hereof, excepting however, the wear and tear of the elements, acts of GOD or other causes over which the Tenant has no control.
5. All utilities are included except toll charges if a telephone is on the premises. The use of any Tenant-owned heavy-draw electric appliance will incur an additional minimum of \$50.00 per week.
6. The premises shall be occupied by no more than the maximum number of persons indicated above at any time. If more than the number of people stated in the Lodging Agreement occupies the unit overnight, all Tenants are subject to immediate eviction. If furniture is moved by Tenant and not restored to its proper place, there will be an assessment of \$50.00.
7. Neither Owner nor Connor Jacobsen Realty, Inc. shall be liable for any damages, either to person or property, sustained by Tenant due to the building or any part thereof, or to any appurtenances thereof becoming out of repair, or due to the happening of any accident in or about the demised premise or due to any act or neglect of any Tenant or occupant of the unit of any other person. Tenant shall hold the Owner and Connor Jacobsen Realty, Inc. harmless from any claim made against them or arising out of any occurrence in, upon or at the demised premises by reason of any negligence or omission by the Tenant.
8. **Beach Replenishment.** Beach replenishment, if scheduled, is scheduled by the town according to contractor availability. Connor Jacobsen Realty, Inc./Owner cannot be held liable for any inconvenience to the Tenant during beach replenishment. As is stated on the front page of this Lodging Agreement, the following websites have information regarding beach replenishment work along the coast line of the greater Bethany Beach area: www.Town_ofBethanyBeach.com or www.swc.dnrec.delaware.gov.
9. **CANCELLATION POLICY.** In the event of cancellation, Tenant is responsible to the owner for the full amount of the Initial Deposit on the reservation. However, if Connor Jacobsen Realty is able to find a new Tenant for that same time period, at the same or better rental rate, the Initial Deposit will be returned to Tenant, less a cancellation fee. The cancellation fee is 15% of the total reservation amount, plus the processing fee. If the property is not re-rented, the entire Initial Deposit amount will be forfeited. If the property is re-rented at a discounted rate, the entire Initial Deposit will be forfeited. All cancellations must be in writing and received by Connor Jacobsen Realty Rental Office at PO Box 310, Bethany Beach, DE 19930, prior to occupancy date. 9.25.10
10. **Waiver of Default.** Failure or neglect of the owner to enforce any default of the Tenant shall not be construed as a waiver of such default or any further or future default or defaults of the Tenant.
11. **Heirs and Assigns.** The covenants and conditions herein contained shall apply to and bind heirs, successors, executors, administrators, and assigns of all the parties hereto shall be jointly and severally liable hereunder.
12. **Law.** This Lodging Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware.
13. **Entire contract.** This instrument contains the entire agreement of the parties, and supersedes, cancels, and revokes any and all other agreements between the parties relating to the subject matter of this Lodging Agreement. There are no representations or warranties, either oral or written except those contained in this instrument. This instrument may be modified only by an agreement in writing signed by the party against whom an enforcement of such modification is sought.
14. **Severability.** If any portion of this agreement shall be held invalid or unenforceable, the validity of the remaining portion shall be unaffected and this agreement shall remain in full force and effect as if it had been executed with the invalid portion omitted.
15. **Agency.** Tenant(s) acknowledges that Connor Jacobsen Realty, Inc. is the agent for the Owner. At all times Connor Jacobsen Realty, Inc. represents the Owner.
16. **Security Deposit.** Connor Jacobsen Realty, Inc. is to return security deposit (if collected) to lessee within thirty (30) days of lease, if there is no damage to premises.

POSITIVELY NO SMOKING AND NO ANIMALS ARE PERMITTED.

TENANT'S SIGNATURE _____

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