

RESIDENTIAL OCCUPANCY LICENSE PLEASE READ TERMS AND CONDITIONS BELOW WHICH ARE PART OF THIS AGREEMENT.

1. The undersigned Agent or Landlord hereby licenses to the undersigned Tenant, and Tenant hereby accepts from Agent or Landlord the property described on the reverse side to be used solely as a private dwelling for the use of Tenant, his family and guests and not for what is known as a "group rental". Excessive noise, underage drinking and other illegal activities in the property are grounds for eviction. 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.
2. 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 3 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.
3. The full amount of the rent and all fees and taxes hereon 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 a check, draft or money order for any payment which is not immediately collectable upon presentment, Landlord may, without suit, court order, or notice to Tenant re-enter and take possession of the premises. Upon re-entry under any of the above occurrences, Tenant shall forfeit as liquidated damages any payment made prior thereto, in addition to the liquidated damages provided above, Tenant shall be liable for such other damages as may be collectable by law, including, but not limited to, all court costs and reasonable attorney fees. 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 only acceptable at least 30 days prior to arrival. WE DO NOT ACCEPT ANY CREDIT CARDS AT ANY TIME.
4. Premises are limited for occupancy by no more than the number of persons listed in "Occupancy" on the reverse side of this license. Occupancy in excess thereof shall constitute cause for termination of this Lease at the option of the Landlord or his agent.
5. Tenant understands that the agent has the right to have the unit cleaned until 6:00 PM on the day of check-in. Cleaning issues must be communicated to Tansey-Warner Realty immediately or before close of business on check in day. Tenant will not be compensated or refunded any money for cleaning complaints, but we will make every reasonable effort to resolve any cleaning issues.
6. The tenant agrees that upon check in, they will immediately make an inspection to determine any defects or conditions that may result in injury to him/her, or to his/her family and guests, and that he/she will indemnify Tansey-Warner 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. Both Tenant and Landlord agree that to the best of their knowledge and belief the premises comply with the statutes, rules and regulations of governmental authorities.
7. Tenant acknowledges that he/she accepts the unit in "AS IS" condition and waives the right to withhold rent or to be compensated in any way for any alleged deficiency in the premises or to otherwise claim that the property has been misrepresented to him either by Landlord or Agent. Tenant acknowledges that the Landlord-Tenant Code does not apply to a Residential Occupancy License of less than 120 days. Each property is privately owned and decorated to each owner's tastes. Rents are

established by each individual owner and not directly related to their rating.

8. It is agreed that Agent or Landlord, his/her contractor or employees may enter the premises anytime up to 6:30 P.M. on the day this license begins for the purpose of cleaning and/or repairs.

9. Tenant should use appliances, such as garbage disposal, washer, dryer, toilets, etc., with care and will be held responsible for damages resulting from negligence. This includes using regular detergent in washing machines requiring high efficiency detergent, overloading washers and dryers, non food items going into garbage disposals, flushing of sanitary pads, diapers, or other foreign objects which could clog sewer lines.

10. TENANT SHOULD NOT REARRANGE FURNITURE IN PROPERTY.

11. The replacement or repair of televisions, VCR's, DVD's, and microwaves when provided by the Owner, cannot be guaranteed. Cable/internet services are not guaranteed. Internet service, if available, is provided by the owner of each individual unit at their discretion. Tansey-Warner is NOT responsible for signal strength, lack of equipment or any other connection problems. Our staff will not be able to offer any assistance with computer support other than our standard written instructions on how to connect to the internet. Sea Colony WIFI is available for a FEE (it is not the same as "high speed"). Signal strength is not the same in all areas of Sea Colony and may be intermittent if any is received.

12. TENANT ACKNOWLEDGES THAT LANDLORD, AND THEIR AGENT, WILL MAKE EVERY REASONABLE EFFORT TO HAVE MALFUNCTIONING AIR CONDITIONERS, APPLIANCES AND OTHER MECHANICAL ISSUES REPAIRED PROMPTLY UPON NOTIFICATION BY TENANT. LANDLORD AND THERE AGENTS HAVE 48 HOURS TO MAKE ANY NECESSARY REPAIRS THAT BECOME NECESSARY DURING THE PERIOD OF THIS TENANCY EXCEPT OVER WEEKENDS AND HOLIDAYS WHEN REQUIRED WORK CANNOT BE COMPLETED.

13. Tenant acknowledges that any services are to be ordered by only Tansey-Warner Realty. Any service calls made by the tenant to outside contractors will be the total responsibility of the Tenant, even if such services are determined, at a later date, to be needed.

14. Tenant acknowledges, bedding and sofa beds are not warranted as to their comfort.

15. Tenant must furnish linens, towels, soap and paper products. Linen service available for additional fee.

16. ACCIDENTAL DAMAGE WAIVER FEE: The non-refundable accidental damage waiver fee is paid by the tenant in lieu of paying a security deposit and offers the tenant up to \$1,000.00 of total coverage for any accidental property damage reported during their stay. Willful damage, theft and negligence (see item 9) are not covered under this plan. The Tenant is responsible for any amount over \$1,000.00 and all costs for damage intentionally inflicted on the property during his stay whether caused by tenant or tenant's family or guests.

17. TRAVEL INSURANCE is intended to protect tenants' vacation investment in the event of unforeseen circumstances that would cause cancelation. Terms and conditions for the insurance are located on our website and can be printed for future reference. Your license from Tansey-Warner Realty will serve as your proof of insurance. All claims for approved covered cancelations must be made directly through the carrier, and in turn payment will be made directly from them. Tenant understands that Agent receives a commission for the sale of this product. A link to the terms and conditions of the travel insurance are located on our website. Once insurance is purchased the premium is NON-REFUNDABLE. TENANT WILL NOT BE ENTITLED TO ANY REFUND BY TANSEY-WARNER REALTY IF TENANT HAS NOT PURCHASED TRAVEL INSURANCE OFFERED THROUGH AGENT'S RECOMMENDED CARRIER.

18. STATES OF EMERGENCY/HURRICANES. If state or local authorities order a mandatory Evacuation of

an area that includes the subject property, Tenant will comply with the order. TENANT WILL NOT BE ENTITLED TO ANY REFUND IF TENANT HAS NOT PURCHASED TRAVEL INSURANCE OFFERED THROUGH AGENT'S RECOMMENDED CARRIER. Once insurance is purchased it is NON-REFUNDABLE.

19. CANCELTION POLICY: In event a tenant desires to cancel this agreement, Tenant agrees to notify Agent in writing of his/her intention. Tenant is responsible to Owner for the full amount of the license. TENANT WILL NOT BE ENTITLED TO ANY REFUND BY TANSEY-WARNER REALTY IF TENANT HAS NOT PURCHASED TRAVEL INSURANCE OFFERED THROUGH AGENT'S RECOMMENDED CARRIER. Once insurance is purchased it is NON-REFUNDABLE. If you choose not to purchase travel insurance and you must cancel your reservation, Tansey-Warner, Realty will attempt to re-rent the subject property, but IT IS NOT GUARANTEED TO RE-RENT and you will still be liable for the full payment to the owner of the unit. If Tansey-Warner Realty is able to re-rent the unit, the deposit will be returned less a fee of 15% of the total rental amount, and the processing fee which will be retained by Tansey-Warner Realty. Tenant may not sublet the property.

20. NO SMOKING OR PETS OF ANY KIND shall be allowed in the premises. In the event of a violation it shall be grounds for immediate eviction of Tenant who will forfeit any rent paid to date of eviction. Monitoring compliance is impossible; therefore we cannot guarantee that the property will be smoke free and animal dander free.

21. 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.

22. If the Tenant, Occupants, Guest, Visitors or anyone at the unit with the permission of the tenant become disorderly, create excessive and/or objectionable noise, otherwise violates the terms hereof or any other applicable law or breach of the Rules and Regulations governing the property, or if any person under the age of 21 is consuming alcoholic beverages, then said conduct is a breach of the license and Tenant or Occupants shall agree to vacate the property and forfeit the full lease payment.

23. There will be a \$50.00 fee for lockouts during the hours the office is closed, payable when tenant is admitted to the property.

24. Tenant acknowledges that this license is executed under authority granted by listing agreement between Agent and owner and is subject to the terms and conditions of said listing agreement. Tansey-Warner Realty and their Agents represent the Owner and will be the Agent or Sub-Agent of the Owner for the property involved. Tansey-Warner Realty has been hired by the Owner for the services rendered and will be representing the best interest of the Owner, and will be receiving a commission for its services which is paid by the property owner.

25. 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.

26. Any time prior to the taking of occupancy by the Tenant, the tenant agrees that for any reason whatsoever and at its sole option, without liability to either Landlord or Tenant, Tansey-Warner Realty, and it's Agents may revoke this license by returning the executed copies of the License to Landlord and Tenant along with notice that the same has been voided by the Agent and upon the return of the rental deposit to the Tenant.

27. If, during the term of this license, the property is made uninhabitable by reason of fire, or other

casualty and the unit cannot be occupied, the license shall terminate on that date and tenant shall be liable for rent only to the day of the casualty, provided that such fire or casualty has not been caused, directly or indirectly, by the acts or omissions of the tenant or others present upon the premises with tenant's permission. Tenant acknowledges that Tansey-Warner Realty has the right to transfer this license to a similar Tansey-Warner Realty property or refund payment in the event that unforeseen circumstances occur. All conditions of this license will transfer to the new property.

28. Tansey-Warner Realty is not responsible for items left behind by the tenant. Tansey-Warner Realty will not check for lost items until the unit is vacant. Items can be shipped to tenant per their request and at the tenant's expense. Any items not claimed at the end of the season will be donated to charity.

29. Sea Colony Guests: Recreational badge fees are not optional or refundable. The badges are \$45 per person ages 4 and over per week. This fee is subject to change without notice. Please be advised, parking is limited at Sea Colony. Tenant will receive one RESERVED parking space and one NON-RESERVED space, if 3 or more badges are purchased. Non-Reserved spaces are on a first come first serve basis. Tenants parking in unauthorized spaces will be towed at their own expense. Tansey-Warner Realty is NOT responsible for parking at Sea Colony, any questions regarding parking should be directed to Sea Colony Security.

30. It is mutually agreed that Tansey-Warner Realty is acting as Agent only and has no liability to either party for the performance of any term or covenant of this Agreement has no liability to the Tenant or to anyone else if for some unknown reason it should later be determined that the premises do not meet with requirements of governmental authorities.

31. It is mutually agreed that this is a legally binding agreement and that any disputes or legal proceedings that may arise out of this agreement by either party shall be brought in Sussex County, Delaware. The laws of the State of Delaware shall govern this agreement. It is further agreed that under no circumstances will liabilities of the Landlord or the Agent be more than the full amount of the license.

CHECK IN-TIME IS 4:00 PM. CHECK –OUT TIME IS 10:00 AM, NO EXCEPTIONS.

ONLY TENANT CAN CHECK IN. TENANT MUST OCCUPY PREMISES DURING ENTIRE RENTAL PERIOD.

Thank You for choosing Tansey-Warner Realty, we look forward to seeing you soon!

Sincerely,

Tansey-Warner Vacation Rental Team
1.800.221.0070