

## PROPERTY RENTAL AGREEMENT

This Agreement for the occupancy and use of Justin's Beach House (the "Property Rental Agreement") is entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ ("Tenant") whose address is \_\_\_\_\_ and The Justin W. Jennings Foundation, Inc., ("JBH"), whose address is 29L Atlantic Avenue, #120, Ocean View, DE 19970.

**Whereas**, Tenant has applied for use of Justin's Beach House, located at 844 Garfield Parkway, Bethany Beach, DE 19930, (the "Premises") and JBH has approved such application; and

**Whereas**, Tenant desires to occupy the Premises from the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ until the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Occupancy"); and

**Whereas**, Tenant and JBH desire to provide for certain terms and conditions that shall apply to Tenant's Occupancy;

**Therefore**, premises considered, and for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, JBH and Tenant, intending to be contractually bound, hereby agree to the following terms and conditions:

1. The Tenant has inspected the Premises and confirms that they are suitable for the purposes for which they are let for the duration of this Property Rental Agreement.
2. The Tenant acknowledges that the Premises are in a good state of repair and specifically acknowledges that at commencement of this Property Rental Agreement, all of the sanitary installations and equipment, electrical installations and equipment, keys, locks, doors, windows, wash basins and taps are in a good state of repair and working order.
3. As part of the application process, Tenant has delivered a deposit of \$500.00 (the "Deposit") to JBH. The Deposit will be held by JBH and may be used at any time to repair damages caused by the Tenant to the Premises. The Deposit or balance thereof will be refunded to the Tenant when this Property Rental Agreement expires and after inspection of the Premises but not later than thirty days after this Property Rental Agreement expires. The Deposit may also be utilized for the payment of amounts due and owing by the Tenant for the cost of repairing damage to the Premises and/or replacing lost keys. This provision is purely for the benefit of JBH and does not relieve the Tenant in any way from the obligation of any other payment or liabilities in terms thereof.

4. Tenant has read and agreed to comply with Justin's Beach House Rules which (the "Rules") which Tenant completed and executed as part of the application process and which are incorporated herein by reference. Notwithstanding the generality of the Rules, and without limitation, Tenant specifically agrees that he will comply with the guest and car limitations contained in the Rules. Tenant also recognizes and agrees that in the sole discretion of JBH, any violation of the Rules may result in the forfeiture of the Deposit and/or the remainder of the Tenant's stay at JBH.
5. The Tenant undertakes to maintain the Premises and to return same in a clean and neat condition at the expiration of this Property Rental Agreement. The Tenant will be liable to promptly attend to any repair that may be necessary and in general to attend to the upkeep and maintenance of the Premises, and to reimburse JBH for the cost of replacing or repairing any breakages or damages caused by Tenant.
6. Tenant shall not keep any pets or animals in or on the Premises without JBH's prior written consent and the Tenant shall be responsible for any damage to the premises caused by such pet or animal.
7. Tenant shall allow a representative of JBH the right of entry to the premises of JBH for any purpose whatsoever including, but not limited to, ensuring Tenant's compliance with the Rules.
8. All legal and collection costs incurred by JBH in respect of any legal steps taken by JBH against the Tenant to enforce any of the Tenant's obligations in terms of this Property Rental Agreement shall be paid for by the Tenant to the extent permissible by law.
9. Should the Tenant fail to make payment of any of the aforementioned, JBH shall have the right without prejudice to its other rights in law or under this Property Rental Agreement to effect payment and to recover the amounts so expended by JBH from the Tenant.
10. Tenant and any other person associated with the Tenant including but not limited to relatives, friends, visitors or employees agree to be bound to the terms and conditions of the document titled "Liability Release Authorization Disclosure" (the "Liability Release") which Tenant completed and executed as part of the application process, the contents of which are incorporated herein by reference. The terms of this Property Rental Agreement are in addition to and are not intended to supercede or otherwise conflict with the terms of the Liability Release, regardless of any statement of exclusivity that may be contained in the Liability Release.

Tenant and JBH agree that the terms hereof are contractual and not a mere recital. By signing below, the Tenant acknowledges that Tenant has read, understands and consents to the terms set forth herein.

\_\_\_\_\_  
TENANT (Parent/Guardian)

\_\_\_\_\_  
Date

\_\_\_\_\_  
TENANT (Parent/Guardian)

\_\_\_\_\_  
Date

JUSTIN W. JENNINGS FOUNDATION, INC.

By: \_\_\_\_\_

\_\_\_\_\_

Date