



3301 Bay Ave.
 Ocean City, NJ 08226
 Office: (800) 237-3877
 Fax: (609) 398-7108
 www.attheshorenj.com

SUMMER RENTAL LISTING AGREEMENT

Approved Plain Language Agreement adopted by and for the exclusive use of RE/MAX AtTheShore. Approval of a consumer contract by the attorney general only means that simple, understandable and easily readable language is used. It is not an approval of the contract's terms or legality. Underlined items and amenities are not part of the Approved Plain Language Agreement.

OWNER INFORMATION

- 1. Owner: _____
- 2. Social Security/Federal I.D.#: _____
- 3. Mailing Address: _____
- 4. Email Address: _____
- 5. Phone: (H) _____ FAX: _____ CELL: _____
- 6. Local Phone: _____
- 7. Make Rental Checks Payable to: _____

PROPERTY INFORMATION

- 1. Address: Unit/Floor: _____
- Unit Telephone Number: _____
- 2. Number of Bedrooms: _____ Number of Baths: _____ Occupancy Limit: _____
- 3. Minimum Rental Period: _____
- 4. Security Deposit: Yes: No: Amount: _____ (this is in Addition to Accidental Rental Damage Insurance)
- 5. Term of Listing: _____
- 6. Other Realtors if any: _____

IN CASE OF EMERGENCY: (Contact the following)

- 1. Weekend Emergency #: _____ 2. Appliance Repair: _____
- 3. Plumber: _____ 4. Electrician: _____
- 5. Cleaning: _____ 6. Handyman: _____
- 7. A/C Repair: _____ 8. Other: _____

AMENITIES (Indicate Number of Each if Applicable)

The amenities shall remain as set forth below unless otherwise advised in writing by Owner.

- | | | | | |
|--|--|---|---|---|
| <input type="checkbox"/> Loft | <input type="checkbox"/> Allow Pets | <input type="checkbox"/> No Pets Accepted | <input type="checkbox"/> Rent To Family | <input type="checkbox"/> Rent To Groups |
| <input type="checkbox"/> Rent to Either | <input type="checkbox"/> King Beds | <input type="checkbox"/> Queen Beds | <input type="checkbox"/> Double Beds | <input type="checkbox"/> Single Beds |
| <input type="checkbox"/> Sofa Beds (Double) | <input type="checkbox"/> Sofa Beds (Queen) | <input type="checkbox"/> Sofa Beds (Single) | <input type="checkbox"/> Bunks | <input type="checkbox"/> Trundles |
| <input type="checkbox"/> Rollaways | <input type="checkbox"/> Cribs | <input type="checkbox"/> Futons | <input type="checkbox"/> Day Beds | <input type="checkbox"/> Pyramid Beds |
| <input type="checkbox"/> Portable Cribs | <input type="checkbox"/> Cots | <input type="checkbox"/> Full Size Refrigerator | <input type="checkbox"/> Mini Refrigerator | <input type="checkbox"/> Stove |
| <input type="checkbox"/> Oven | <input type="checkbox"/> Microwave | <input type="checkbox"/> Disposal | <input type="checkbox"/> Coffee Maker | <input type="checkbox"/> Toaster |
| <input type="checkbox"/> Toaster Oven | <input type="checkbox"/> Blender | <input type="checkbox"/> Dining Capacity | <input type="checkbox"/> Central A/C | <input type="checkbox"/> Sanyo A/C |
| <input type="checkbox"/> # of AC Units | <input type="checkbox"/> Window A/C | <input type="checkbox"/> Wall AC | <input type="checkbox"/> # of Ceiling Fans | <input type="checkbox"/> Standard Fans |
| <input type="checkbox"/> Phone Activated | <input type="checkbox"/> Phone Set | <input type="checkbox"/> Long Distance Block | <input type="checkbox"/> Washer | <input type="checkbox"/> Dryer |
| <input type="checkbox"/> W/D (Shared) | <input type="checkbox"/> W/D Coin Operated | <input type="checkbox"/> Iron | <input type="checkbox"/> Ironing Board | <input type="checkbox"/> Garage |
| <input type="checkbox"/> Parking | <input type="checkbox"/> # of Parking Spaces | <input type="checkbox"/> # of TVs | <input type="checkbox"/> Cable TV | <input type="checkbox"/> # of VCRs |
| <input type="checkbox"/> # of DVDs | <input type="checkbox"/> High Speed Internet | <input type="checkbox"/> Wifi | <input type="checkbox"/> Private Pool | <input type="checkbox"/> Community Pool |
| <input type="checkbox"/> Outside Shower | <input type="checkbox"/> Private Sauna | <input type="checkbox"/> Fireplace | <input type="checkbox"/> # of Fireplaces | <input type="checkbox"/> Grill |
| <input type="checkbox"/> Vacuum | <input type="checkbox"/> Elevator | <input type="checkbox"/> Linens Provided | <input type="checkbox"/> Beach Equipment | <input type="checkbox"/> Rooftop Deck |
| <input type="checkbox"/> Storage Area | <input type="checkbox"/> Pets Considered | <input type="checkbox"/> Air Mattress | <input type="checkbox"/> Bunk - Double | <input type="checkbox"/> Evaporative Cooler |
| <input type="checkbox"/> Crock Pot | <input type="checkbox"/> Keurig | <input type="checkbox"/> Tenant Brings Linens | <input type="checkbox"/> Furnished | <input type="checkbox"/> Unfurnished |
| <input type="checkbox"/> # of Bicycles | <input type="checkbox"/> Boat Dock/Slips | <input type="checkbox"/> # of Boat Dock/Slips | <input type="checkbox"/> Sun/Open Deck | <input type="checkbox"/> Deck Furniture |
| <input type="checkbox"/> # of Sun/Open Deck(s) | <input type="checkbox"/> Fenced Yard | <input type="checkbox"/> Private Yard | <input type="checkbox"/> Open/Covered Porch | <input type="checkbox"/> Patio |
| <input type="checkbox"/> Handicap Access | <input type="checkbox"/> Elevator to Ground | <input type="checkbox"/> 1st Floor Bedroom | <input type="checkbox"/> Waterfront | <input type="checkbox"/> Virtual Tour |

1. Rental listing Agreement. Owner represents that the He/She is the Owner of the Property or authorized by the Owner of the Property to sign this Rental Listing Agreement and that the Owner has the legal right to lease the Property. In Consideration of the services to be performed by the above Rental Agent, the Owner does hereby authorize and give the Rental Agent a listing to lease this Property at the prices listed or for any other price for which the Owner may agree. The term of this Rental Listing Authorization is for the period set forth above. If this is a non-exclusive listing and other real estate agencies are authorized to lease this Property on behalf of the Owner, the Owner has designated the other rental agents above.

2. Rental Payment Collection and Disbursement. Rental Agent shall collect on behalf of Owner all rental payments and security deposits required. All such funds shall be placed in the Rental Agent's Trust Checking Account (a non-interest bearing account) prior to disbursement. Owner acknowledges that any payment shall not be disbursed to the Owner until a reasonable time after such funds have cleared the account of the Rental Agent.

3. Commission. Owner agrees to pay Rental Agent a commission of 12%. All payments are to be collected by Rental Agent and the commission shall be deducted from each installment of rent received by the Rental Agent. In the event the Rental Agent has made a payment to the Owner, which the Tenant withdraws, submits a check that is returned as "Insufficient Funds", or otherwise cancels such that the Rental Agent never receives the funds, the Owner agrees to reimburse the Rental Agent for any such funds. Rental agent may deduct such reimbursement from any funds of owner held or received by rental agent. Owner understands and agrees that the commission fee is solely for the purpose of securing tenants and does not include Property management services. The Rental Agent is not a Property manager. Owner is solely responsible for all Property inspections. AS LESSOR AND/OR SELLER, YOU HAVE THE RIGHT TO INDIVIDUALLY REACH AN AGREEMENT ON ANY FEE, COMMISSION OR OTHER VALUABLE CONSIDERATION WITH ANY BROKER. NO FEE, COMMISSION OR OTHER CONSIDERATION HAS BEEN FIXED BY ANY GOVERNMENTAL AUTHORITY OR BY ANY TRADE ASSOCIATION OR MULTIPLE LISTING SERVICE.

4. Security Deposit. The Owner understands and agrees that the security deposit will be automatically refunded ten (10) days after termination of the lease unless otherwise directed by the Owner to the Rental Agent in writing. The Owner is solely responsible for monitoring the condition of the Property and advising the Rental Agent, in writing, as to the disposition of the security deposit within the time period required. Security deposits are not held for phone charges. Owner must install toll blocking at Owner's expense.

5. Non-refundable Tenant Processing Fee. The undersigned Owner understands and agrees that the broker under this contract (Rental Agent) may charge a non-refundable tenant-processing fee to the tenant under each lease. This fee represents the efforts of Rental Agent in processing the rental application of the tenant. The undersigned Owner understands that the broker (Rental Agent) represents only the Owner in this rental transaction and the commission to the Rental Agent in this agreement as well as the tenant-processing fee represent compensation from both parties for the rental transaction. This fee will be deducted from the first payment made by the tenant.

6. Accidental Rental Damage Insurance. The Accidental Damage waiver is a \$45.00 non-refundable fee paid by the tenant to RE/MAX AtTheShore to provide coverage to the rental property or its contents unintentionally caused by a registered guest from accidental or pet damage to the rental property during their stay up to \$1,500.00. Damage must be disclosed/reported upon check out by the tenant or within 7 days of check out date by the owner and/or owner's representation in writing to RE/MAX AtTheShore. Claims: Owner must submit to RE/MAX AtTheShore a claim, include all information regarding the claim with the description of the damage and the action to be taken for repair; please be specific and provide as much detail as possible. If the damage is anticipated to be over \$1000, include pictures with the claim form submission. Within 45 days of the initial filing, submit all receipts or invoices to RE/MAX AtTheShore for submission to Travel Guard for review and processing. Generic word document receipts are not acceptable; must be on vendor letterhead or business invoice. Please see attached Description of Coverage and Guidelines.

7. Owner Indemnification. Owner hereby indemnifies Rental Agent for any and all claims, losses and expenses, including reasonable attorney's fees, incurred in connection with the rental of the Property, including the holding or release of any security deposit or the placement of real estate signs on the Property. Owner hereby authorizes the

8. Sign Authorization. Owner hereby grants Rental Agent the authority to erect a rental sign on the Property. The Owner acknowledges that the Owner is aware of the municipal ordinances governing real estate signs in the town where the rental property is located. The Owner further acknowledges that no other broker has been given the authority to place a real estate sign on the Property, which would result in violation of the ordinances governing real estate signs. The Owner is solely responsible for any and all violations of municipal ordinances in regard to the placing of real estate signs on the Property.

9. Condition of Property. Owner represents and warrants that the Property is habitable and is in compliance with all Local, County, State and Federal laws and regulations including but not limited to those pertaining to Licensing, Land Use, Health, Housing Code and Fire Safety.

10. Consumer Information Statement. By signing this Listing Agreement, the Owner acknowledges receipt of the Consumer Information Statement on New Jersey Real Estate Relationships. All RE/MAX AtTheShore agents as authorized representative of RE/MAX AtTheShore intend at this time to work with you as Owner/Landlords agent only.

11. Attorney General Memorandum. Owner agrees to comply with the Memorandum of the Attorney General of New Jersey regarding the New Jersey Law against Discrimination and Federal Fair Housing Law.

The undersigned acknowledges that they have read all pages of this Listing Agreement and warrant the accuracy of all statements and information contained herein. The undersigned certifies that this agreement is the entire and only agreement between the parties and cancels any previous agreements. This agreement can only be changed by a contract in writing signed by all parties.

_____, Owner

_____, Owner

_____, Rental Agent

Property ID:

Key Number:

Listing Agent:

Rental Rate Year - 2016: Full Season: _____ 1st Half Season: _____ 2nd Half Season: _____

Yearly: _____ Winter: _____ Per Night Rate: _____

Monthly January: _____ February: _____ March: _____ April: _____ May: _____ June: _____ July: _____

August: _____ September: _____ October: _____ November: _____ December: _____

Weekly:

Jan 2	_____	Feb 27	_____	Apr 23	_____	Jun 18	_____
Jan 9	_____	Mar 5	_____	Apr 30	_____	Jun 25	_____
Jan 16	_____	Mar 12	_____	May 7	_____	Jul 2	_____
Jan 23	_____	Mar 19	_____	May 14	_____	Jul 9	_____
Jan 30	_____	Mar 26	_____	May 21	_____	Jul 16	_____
Feb 6	_____	Apr 2	_____	May 28	_____	Jul 23	_____
Feb 13	_____	Apr 9	_____	Jun 4	_____	Jul 30	_____
Feb 20	_____	Apr 16	_____	Jun 11	_____		

Aug 6	_____	Sep 24	_____	Nov 12	_____		
Aug 13	_____	Oct 1	_____	Nov 19	_____		
Aug 20	_____	Oct 8	_____	Nov 26	_____		
Aug 27	_____	Oct 15	_____	Dec 3	_____		
Sep 3	_____	Oct 22	_____	Dec 10	_____		
Sep 10	_____	Oct 29	_____	Dec 17	_____		
Sep 17	_____	Nov 5	_____	Dec 24	_____		

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
 Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

			-							
--	--	--	---	--	--	--	--	--	--	--

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ _____ Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

State of New Jersey
Office of the Attorney General
Department of Law and Public Safety
Division on Civil Rights
P.O. Box 089
Trenton, NJ 08625-089

PAULA T. DOW
Attorney General

CHINH Q. LE, ESQ.
Director

DATE: July 2010
TO: Real Estate Agents, Brokers, and Owners of Real Property in New Jersey
FROM: Paula T. Dow, *Attorney General*, State of New Jersey
Chinh Q. Le, Director, Division on Civil Rights, Office of the Attorney General
SUBJECT: New Jersey Law Against Discrimination and Federal Fair Housing Laws

The rules of the New Jersey Real Estate Commission require every licensed broker or salesperson with whom you are listing your property for sale or rent to give you a copy of this legal memorandum. The purpose of this memorandum is to help you comply with the New Jersey Law Against Discrimination ("LAD") and federal laws that prohibit discrimination in the sale or rental of real property.

Together, the LAD and the federal Fair Housing Amendments Act of 1988 prohibit you from discriminating against a prospective buyer or tenant because of his/her race, creed, color, national origin, sex, gender identity or expression, marital status, civil union status, affectional or sexual orientation, familial status, actual or perceived physical or mental disability, ancestry, nationality, and domestic partner status. (Note: "Familial status" refers to families with a child or children under 18 years old and/or pregnant women. "Disability" includes persons afflicted with AIDS or HIV or perceived to be afflicted with AIDS.) The LAD also prohibits housing discrimination based on the source of lawful income or source of lawful rent or mortgage payment a tenant or purchaser uses. This means, for example, that **a landlord cannot deny the lawful recipient of a Section 8 HUD voucher the right to rent an apartment because of that source of lawful rent payment on which that person relies.**

The following are some of the requirements that apply to the sale or rental of real property:

1. All persons, regardless of their membership in one of the protected classes stated above or source of lawful income used for rent or mortgage payments, are entitled to equal treatment in the terms, conditions or privileges of the sale or rental of any real property (e.g., it is illegal to deny that housing is available for inspection, sale, or rent when it really is available);
2. No discriminatory advertising of any kind relating to the proposed sale or rental of real property is permitted;
3. A broker or salesperson with whom you list your property must refuse the listing if you indicate any intention of discriminating on any of the aforesaid bases;



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www.njcivilrights.gov

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4. The broker or salesperson with whom you list your property must transmit to you every written offer he/she receives on your property;
5. Any provision in any lease or rental agreement prohibiting maintenance of a pet or pets on the premises is not applicable to a service or guide dog owned by a tenant who is disabled, blind, deaf or has another qualified disability;
6. A landlord may not charge a tenant with a disability an extra fee for keeping a service or guide dog; and
7. As landlord, you must permit a tenant with a disability, at that tenant's own expense, to make reasonable modifications to the existing premises if such modifications are necessary to afford such person full enjoyment of the premises.

The sale or rental of all property including open land, whether for business or residential purposes, is covered by the LAD, with the following exceptions:

1. The rental of a single apartment or flat in a two-family dwelling, the other occupancy unit of which is occupied by the owner as his/her residence at the time of such rentals;
2. The rental of a room or rooms to a person or persons by the owner or occupant of a one-family dwelling occupied by him/her as his/her residence at the time of rental;
3. In the sale, lease, or rental of real property, preference given to persons of the same religion by a religious organization; and
4. The prohibition against discrimination on the basis of familial status does not apply to housing for older persons (as defined in the LAD at N.J.S.A. 10:5-5mm).

Note: The first two exceptions do **not** apply if the dwelling was built or substantially rebuilt with the use of public funds, or financed in whole or in part by a loan, or a commitment for a loan, guaranteed or insured by any agency of the federal government. The term "any agency of the federal government" includes, but is not limited to, the Federal Housing Administration ("FHA") and the Veterans Administration ("VA"), which are most commonly used in such matters. Furthermore, discrimination in connection with some of the transactions covered by the above-described exceptions may nevertheless be prohibited under the Federal Civil Rights Act of 1866 (42 U.S.C. 1981, 1982).

Please also note that the Division takes the position that the following may also violate the LAD and/or federal civil rights housing laws:

1. The application of "minimum income" rental requirements that are not sufficiently tailored to take proper and proportional account of rent subsidies, housing vouchers, rental assistance, or other similar sources of lawful income specifically designed to alleviate some or all of a tenant's rental cost;
2. The application of inflexible or no-exception policies that effectively exclude housing opportunities for persons with conviction or arrest records, except those specifically permitted under federal law;
3. The application of inflexible or no-exception rental policies placing restrictions on the maximum number of occupants greater than those required by federal, state, and/or local laws, which may unreasonably limit or exclude housing opportunities for certain families with children; and

4. The selective inquiry about, or request for information and/or documentation of, a prospective tenant's or buyer's immigration status, based on the person's national origin, race, or any other protected status.

Brokers and salespersons are licensed by the New Jersey Real Estate Commission. Their activities are subject to the general real estate laws of the State and the Commission's own rules and regulations. The New Jersey Law Against Discrimination applies to all people in the State and is enforced by the New Jersey Division on Civil Rights, Office of the Attorney General, the Department of Law and Public Safety. Under the LAD, Respondents who violate the law are subject to a penalty of up to \$10,000 for a first violation, up to \$25,000 for a second violation within the last 5 years, and up to \$50,000 for two or more violations within the last seven years.

Should you require additional information or have any questions, including how to report a complaint, please review the Division's website at www.NJCivilRights.gov or contact the Division's **Housing Hotline** at **(866) 405-3050**. Please contact the Division if you would like to secure the services of a Division trainer on the subject of housing discrimination.

Sincerely yours,



Paula T. Dow
Attorney General



Chinh Q. Le
Director