

Vacation Rental Listing Agreement

This Vacation Rental Listing Agreement (“Agreement”) shall be effective upon the date of full execution (“Effective Date”) by and between RE/MAX at Barnegat Bay (“Broker”), and the undersigned owner (“Owner”) and pursuant to the terms hereof, Broker is hereby authorized to act as the Rental Broker for the undersigned Owner under the following terms:

1. AUTHORIZATION. This Agreement shall govern the terms and conditions of Broker’s representation of the Owner in connection with listing and reserving the rental of the property located at:

(the “Unit”). The Owner further represents that he/she is the owner of the subject Unit or is duly empowered by the Owner to sign this Agreement and, by signing, hereby authorizes Broker to prepare and sign on his/her behalf any lease or lodging agreement (“Lodging Agreement”) with a short-term tenant (“Guest”) for the Unit which is in conformity with all the terms and conditions under which the Unit is offered for rent (including, by way of illustration, the minimum rental period, rental rate and occupancy limitations, etc.). The Owner, having named Broker as rental agent for the Unit, and by execution of this Agreement authorizes Broker to procure renters for the Unit for the period the Owner wishes to offer the Unit for rent at the rates and on the terms specified and in accordance with the Rental Property Rate and Amenity Information Sheet attached hereto as Exhibit A. It is expressly agreed that this Agreement shall not be effective unless and until the Rental Property Rate, Amenity Information Sheet and W-9 is completed by Owner and provided to Broker. Owner shall update the Rental Property Rate, Amenity Information Sheet and W-9 on an annual basis.

2. EFFECTIVE DATE & AUTOMATIC RENEWAL. This Agreement shall be in effect until December 31, 2019 and automatically renew on a year to year basis unless canceled by either party hereto upon ninety (90) days written notice. Should termination of this Agreement occur, all reservations confirmed with an advance deposit shall be honored by the Owner with no exception. Provided however, that after termination of this Agreement, in the event of a Guest cancellation, Broker shall not be obligated to re-rent the Unit for the same time period to make up for lost rent should Broker no longer be your listing company.

3. COMMISSIONS & FEES: Owner agrees to pay Broker a **12% commission** on gross rental payment(s), deductible from the Deposit (defined herein) or subsequent rental payments if not paid in full from deduction from the Deposit. A non-refundable processing fee is permitted to be collected from Guest payable to Broker upon each reservation.

4. DEPOSITS: Broker shall require each Guest to provide a deposit (“Deposit”) to reserve the Unit. Interest on advance Deposits, if any, shall be the property of the Broker. Upon receipt of the Deposit for the Unit, Broker shall disburse said Deposit to Owner, minus the commission earned by Broker. In the event that commission is due in excess of the Deposit amount, the Deposit shall not be disbursed to the Owner and any remaining balance on the commission payments shall be deducted from any subsequent rental payment received by the Broker from Guest until the commission is paid in full. It is agreed that all Deposits provided by Guests shall be non-refundable except in the event of a breach of a Lodging Agreement by Owner. Specifically, a Deposit may be returned to a Guest by Broker if the Unit is unavailable, the condition is unacceptable or the Unit is otherwise in violation of the terms of this Agreement and Broker is required to relocate a Guest. Broker shall also have sole discretion to refund a Guest Deposit in exceptional circumstances related to the Unit. If such a refund is warranted and the Deposit and/or Rent has been previously disbursed to the Owner, Owner agrees to refund such amount to Broker or Broker may, at its sole option, retain any future funds paid to Broker for subsequent rentals of the Unit until such deficiency is cured.

5. ADVERTISING: Owner hereby authorizes Broker to display the Unit and details of the Unit online including Broker’s website, affiliated web-portals and/or syndicated feeds and, to the extent available, accept on-line reservations. Owner further authorizes Broker to display “For Rent” sign on Unit where such is feasible and permissible.

6. RATE CHANGES: Rate changes must be received in writing to become effective. It is hereby understood and agreed that the advertised rate for the Unit may include additional fee(s) payable by the Guest to the Broker for additional services and therefore, the advertised “rent” may appear to be higher than the actual rent paid to

Owner. It is further understood that Broker shall charge each Guest a processing fee on each period of Guest occupancy in addition to the commission listed above to defray booking and processing costs.

7. OWNER-HELD DATES: Owner shall communicate any Owner held dates in writing. All reservations, licenses and Lodging Agreements shall be honored by the Owner whether or not the Owner has been notified. Broker is specifically authorized to relet the Unit when the Guest is in default, either because of their absence, or for other reasons set forth in the Lodging Agreement. Owner has specified in the attached Exhibit A the periods of time to be held for Owner use. It is expressly understood that all reservations, licenses or Lodging Agreements, tentative or confirmed, shall be honored by the Owner and that a Guest shall not be moved to another Unit for the Owner's use or use by Owner's personal guests.

8. OCCUPANCY RULES: Owner agrees that occupancy use of the Unit either by Owner or Owner's personal guests, shall be subject to the occupancy rules, including check-in and check-out times, as established by the Broker. If Unit is occupied by Owner or Owner guests after 10:00 a.m. on their check-out day, Broker shall have the option, in its sole discretion, to relocate a Guest to any available Unit pursuant to this Agreement.

9. OWNER USE: When owner desires to occupy the rental Unit, Owner must adhere to the following procedure: 1. Contact Broker to determine availability of Unit or check availability on-line. 2. Request in writing that Unit be blocked for owner use if desired dates are available. 3. Schedule cleaning and linen service (if applicable).

10. OWNER STATEMENTS: Broker will process and remit all rent payments less disbursements after receipt by Broker of each rental or deposit payment. Even if payment has been previously sent to Owner, as will often be the case, rental proceeds are not deemed earned until the occupancy period associated with such rental proceeds has occurred and therefore, may be refunded in the event of a breach of the Lodging Agreement by Owner as provided herein. Broker shall disburse any rent paid by a Guest to Owner pursuant to the terms of this Agreement. Broker shall use reasonable efforts to collect all rental proceeds due for Owner; however, Broker shall not be liable to Owner for rental proceeds which cannot be collected for any reason, including, but not limited to, credit card charge-backs, bounced checks or fraud. Broker may periodically submit to Owner a complete accounting for all receipts, taxes and disbursements. Broker shall not be obligated to make any legal demands or undertake any litigation on behalf of the Owner.

11. REGULATIONS & INDEMNIFICATION: Owner represents to Broker that Unit is in compliance with all local, state and federal regulations pertaining to the health and safety of occupants of the subject Unit, including but not limited to the installation of operative smoke detectors and suitable water for drinking. Owner affirmatively represents that he/she has obtained all required rental licenses with the appropriate municipal authority. Owner acknowledges that maintaining these licenses is an obligation of the Owner and not the Broker. If applicable, Owner shall provide a copy of any rental licenses to Broker upon execution of the Agreement and shall provide proof of annual renewal of any such licenses. Owner further agrees to promptly take all necessary steps to comply with changes in these regulations at the expense of the Owner. Both parties agree that Broker is not responsible for insuring that the Unit is in compliance. Owner shall and hereby does indemnify and hold harmless Broker and Broker's agents, directors, and/or employees from and against any and all claims, suits or damages of any kind arising in any way to non-compliance with said regulations.

12. OWNER OBLIGATIONS: Unless otherwise provided, Owner shall be responsible for paying all costs and expenses associated with the operation and maintenance of the Unit as a vacation rental accommodation. Such expenses shall include but are not limited to: all income taxes, rental or business licenses, utilities, trash collections, pest control, hot tub and pool maintenance (if applicable), locksmiths, outside maintenance, including lawn or yard care, snow removal, property taxes, condo/HOA assessments, mortgage payments (if applicable) casualty/liability insurance premiums (in amounts required by applicable law) and other costs associated with the maintenance of the Unit. Broker shall not be responsible for any late payment penalties, disconnect/reconnect fees, or other charges, which may be incurred by Owner. Under no circumstances shall Broker be obligated to pay any obligation on behalf of Owner with Broker's own funds.

13. MAINTENANCE & EMERGENCY REPAIRS: Owner agrees to have mechanical systems and appliances serviced regularly and in good repair. Broker is authorized to expend such sums as in the Broker's discretion that may be necessary to make the Unit habitable, including but not limited to reasonable emergency repairs and cleaning, and to deduct said sums from rental payments. Owner hereby authorizes Broker to replace or repair any damaged items up to a value of ONE HUNDRED FIFTY AND 00/100 DOLLARS (\$150.00) at the Owner's expense. Owners are required to replace or repair major appliances including, but not limited to, TV's, VCR's, DVD players, washers, dryers, refrigerators, ranges, and heating systems upon notification or attempted notification of malfunction. Owner understands repairs to screen doors, bi-fold doors, hardwood floors and window blinds are considered ordinary wear and tear and are not the responsibility of the Guests or Broker. If

applicable, all servicing of hot tub or pools must be provided by a Certified Pool Operator. Owner will be responsible for providing replacement filters at all times for the hot tub at their expense.

14. SECURITY DEPOSITS: Owner may require that the Guest deposit a security deposit ("Security Deposit") in an amount specified below. Unless contrary to applicable law, any interest earned on said Security Deposit shall be the sole property of Broker. Owner understands and acknowledges that the Security Deposit may be automatically refunded to the Guest seven (7) days after termination of the Lodging Agreement unless otherwise directed by Owner to Broker in writing. Owner shall be solely responsible for monitoring the condition of the Property and advising Broker, in writing, as to the disposition of the security deposit within said seven (7) day time period. The Security Deposit, if required by Owner, shall be used to cover any damages or expenses for damages caused by Guest's pets or willful or grossly negligent behavior of the Guests and their invitees, guests or visitors.

Owner requires a security deposit in the amount of \$_____.

15. TERMINATION OF RENTAL: The Broker is authorized to terminate any Lodging Agreement if, in Broker's sole discretion, the Guest(s), or their Invitees, is suspected to have engaged in objectionable or illegal behavior, or the Guest(s) are in breach of the Lodging Agreement. Broker may pursue appropriate legal remedies where required.

16. REBATES & REFUNDS: Broker is authorized to terminate any Lodging Agreement, lease or license and refund any Security Deposit, rent, or fee at Broker's sole discretion. Broker is also authorized to refund any deposit, rent, or fee, or any portion thereof, in the event that, in Broker's discretion, the Unit is in disrepair, unfit for occupancy, or not adequately furnished in accordance with advertisements. Owner will be given written notice to make recommended changes and/or upgrades. In the event Owner fails to bring the Unit up to standard within seven (7) days, or as reasonable or practicable as possible thereafter, Broker reserves the right to terminate this Agreement and relocate the Unit's pending and reserved Guests to another unit; thereby canceling all pending and confirmed reservations for the Unit. In such event, Owner shall have no claim to any rent or deposits for any Guests that are relocated and hereby releases Broker from any such claims. Owner shall refund any prior Deposit or rental payments received in such event.

17. KEYS & ASSOCIATION REGULATIONS: Owner will furnish the Broker with no less than 3 keys, if applicable, or Broker will have them made and may charge Owner. Owner must furnish Broker with required parking permits and rules and regulations as required by their building, condominium or homeowners' association. Owner will also post rules and regulations of said condominium/homeowners' association in Unit.

18. INSPECTION OF UNIT: Broker's acceptance of this Agreement is subject to satisfactory inspection of the Unit within ten (10) days from the date herein and periodic inspection of said Unit thereafter for the purpose of compliance with this Agreement.

19. FURNISHINGS: The Owner acknowledges that in order for the Unit to successfully be rented to the general public by Broker as a vacation accommodation, it must contain furnishings. Owner agrees to keep the Unit furnished. Such furnishings may include, but not limited to, appropriate furniture in each room to accommodate the number of guests which the Unit sleeps, pillows, blankets, refrigerator, range, oven, washer, dryer, coffee maker, Television(s) (including VCR, DVD or Blue Ray player), internet service devices, vacuum cleaner & bags, broom & dust pan, mop & bucket, refuse containers, trash cans (including, where required, an adequate number of recycling containers), plunger, pots and pans, and sufficient amount of kitchenware (i.e., plates, silverware and glasses) as the number of guests which the Unit sleeps – see Guide for Owners attached.

20. SERVICE COMPANIES: Broker shall attempt to use the service companies, if any, listed below by Owner. Owner agrees to permit Broker, at its discretion, to employ the necessary service companies, but also agrees that Broker may employ any service company that will respond if designated company cannot reasonably respond to the request for service.

21. SALE OF PROPERTY: Owner shall notify Broker prior to or immediately upon listing of the Unit for Sale. If the Unit is sold, Owner recognizes that the Unit shall be conveyed subject to the confirmed reservations already booked and shall notify purchasers of same prior to the transfer of title to the Unit. If Guests must be relocated as a result of the sale of the Unit, any expenses incurred in said relocation shall be the responsibility of the Owner, along with any and all commissions due. Unless directed in writing to the contrary by Owner, Broker shall not be permitted to release information on rental history of Unit, including gross rental income, commissions, Unit expenses, and maintenance records to real estate agents and prospective buyers.

22. INSURANCE & LIABILITY: The Owner agrees to release, save and hold harmless the Broker from any and all damages, claims and/or suits in connection with the rental of the Unit, damages to the Unit in connection with said rentals, and from liability from injury suffered by any Guest, employee or other person whomsoever, unless caused by the willful conduct or gross negligence of the Broker. Owner shall carry, at Owner's own expense, adequate liability, property and casualty insurance for the Unit. Owner is required to comply with any applicable laws regarding the types of insurance and to maintain the necessary amount of coverage. If the Broker successfully defends any action brought against the Broker by the Owner or Guest relating to the Unit, or the Broker's rental thereof, the Owner agrees to pay all costs incurred by the Broker in connection with such action, including reasonable attorney's fees. Owner also agrees to provide Broker with its insurance company's name, address, telephone number, and Certificate of Insurance of said policy and evidence of renewals, upon reasonable request. If the Unit is insured by virtue of a master insurance policy payable by a condominium or other property owners association, Owner shall provide the certificates provided by said association, upon reasonable request.

23. LOST RENTALS: In the event the herein described Unit shall be uninhabitable for any reason (fire, windstorm, loss of electricity serving the unit, freezing, etc.) the Owner hereby agrees to pay Broker for any commissions Broker has earned for reservations already confirmed that have to be canceled or transferred.

24. DESIGNATED OWNER: Only the designated Owner listed is permitted to reserve the Unit, schedule or cancel cleaning, schedule or cancel owner reservations, or authorize any changes to this agreement. Any changes to the agreement must be in writing and emailed, mailed and/or faxed to Broker at below address.

25. UNDER CONSTRUCTION/RENOVATION. If Owner decides at any point to renovate Unit, they will promptly notify Broker.

26. AUTHORITY TO ENTER INTO AGREEMENT: The Owner of said Unit represents and warrants to the Broker that it has full authority to enter into this Agreement, and that there is no other party with any ownership interest in the Unit unless listed below.

27. THIS IS A RENTAL LISTING AGREEMENT, NOT A PROPERTY MANAGEMENT AGREEMENT. Owner agrees that Broker shall be responsible only for the performance of those duties to which Broker expressly agrees herein and for no other acts or duties, even if and when Broker may, upon occasion, perform certain duties not otherwise described or listed herein. Owner acknowledges that Broker is acting as a rental listing broker only and has no liability to Owner or Guest for the performance of any term or covenant of a Lodging Agreement. Broker is not responsible for any violations of any applicable codes, rules, laws and regulations respecting the Unit condition.

28. FAIR HOUSING & NJ Law Against Discrimination. The Unit shall be shown and made available to all persons without regard to race, color, creed, religion, national origin, sex, familial status disability, or elderliness, in compliance with all applicable federal, state and local fair housing laws and regulations. Owner acknowledges receipt of the New Jersey Law Against Discrimination attached hereto.

29. PETS/SERVICE ANIMALS: Owner hereby acknowledges that a "service animal" does not constitute a "pet" under applicable law. Even if Owner prohibits pets in a Unit, Owner acknowledges that Owner and Broker shall allow any Guest to rent the Unit with a service animal. Owner may not require an additional "pet deposit" for a Guest with a service animal. See http://www.ada.gov/service_animals_2010.htm

30. ACKNOWLEDGEMENT OF CONTRACT: Owner acknowledges that he/she has read this agreement in its entirety prior to the execution thereof, and further acknowledges that he/she understands the terms of said Agreement and that he/she fully agrees thereto. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party to this Agreement except to the extent incorporated in this Agreement. This Agreement may not be modified or changed and not be assignable except with the prior written consent of the other Parties hereto.

31. SUCCESSORS: This Agreement shall inure to the benefit of the parties hereto and shall be binding upon the parties hereto and their respective heirs, successors, and assigns.

32. GOVERNING LAW: This Agreement shall be construed as to both validity and performance and enforced in accordance with and governed by the laws of the State of New Jersey.

33. SEVERABILITY: If any term, covenant, condition, or provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remaining terms, conditions, and provisions of this Agreement shall not be affected thereby and each remaining term, covenant, condition, and provisions of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law. If any provision of this Agreement is so broad as to be unenforceable, such provisions shall be interpreted to be only as broad as is enforceable.

34. ATTORNEY'S FEES: In case of default by either party, the defaulting party agrees to pay all expenses, including, but not limited to, reasonable attorneys' fees, which may be incurred by the non-defaulting party in attempting to enforce its rights hereunder.

35. WAIVER OF JURY TRIAL: In the event that either party is required to resort to litigation to enforce its rights hereunder, the parties hereto waive any right to trial by jury fully to the extent that any such right shall now or hereafter exist. This waiver of right to trial by jury is separately given, knowingly and voluntarily, by all parties, and this waiver is intended to encompass individually each instance and each issue as to which the right to a jury trial would otherwise accrue.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date the last party executes this Agreement.

BROKER:

RE/MAX at Barnegat Bay

OWNER(s):

By: _____

Kenneth Nilson

Date

2001 Long Beach Boulevard

Ship Bottom, NJ 08008

609-492-1145 Office

609-492-1155 Fax

609-234-6192 Cell

homes@KenNilson.me

By: _____

Date

Printed Name: _____

By: _____

Date

Printed Name: _____

**CONTACT INFORMATION
(PLEASE PRINT)**

Designated Owner: _____

Cell Phone: _____

Mailing Address: _____

E-Mail: _____

Cell Phone: _____

Home Phone: _____

Fax: _____

Appliance Repair _____

Cleaning Service _____

Handyman _____

Electrician _____

Heating – AC _____

Hot Tub Service _____

Plumber _____

Pool Maintenance _____

Prop/Condo Mgr _____

WiFi Username _____

WiFi Password _____

Amenities & Features

- | | | | | |
|---|--|--|---|--|
| <input type="checkbox"/> Loft | <input type="checkbox"/> Smoke Free | <input type="checkbox"/> Allow Pets | <input type="checkbox"/> No Pets Accepted | <input type="checkbox"/> Pet Free |
| <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"/> Kitchen |
| <input type="checkbox"/> Gourmet Kitchen | <input type="checkbox"/> Full Size Refrigerator | <input type="checkbox"/> Mini Refrigerator | <input type="checkbox"/> Stove | <input type="checkbox"/> Oven |
| <input type="checkbox"/> Dishwasher | <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"/> Lobster Pot | <input type="checkbox"/> Food Processor | <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"/> Ceiling Fans | <input type="checkbox"/> Standard Fans | <input type="checkbox"/> Utils Included | <input type="checkbox"/> Utils Not Incl. |
| <input type="checkbox"/> Utils Incl. Off Season | <input type="checkbox"/> Utils Incl. In Season | <input type="checkbox"/> Gas Heat | <input type="checkbox"/> Electric Heat | <input type="checkbox"/> Oil Heat |
| <input type="checkbox"/> Electric | <input type="checkbox"/> Gas | <input type="checkbox"/> Propane | <input type="checkbox"/> Oil | <input type="checkbox"/> Phone Activated |
| <input type="checkbox"/> Phone Set | <input type="checkbox"/> Long Distance Block | <input type="checkbox"/> Answering Machine | <input type="checkbox"/> Fax Machine | <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"/> # of Garage Spaces | <input type="checkbox"/> Parking | <input type="checkbox"/> # of Parking Spaces | <input type="checkbox"/> Television |
| <input type="checkbox"/> # of TVs | <input type="checkbox"/> Cable TV | <input type="checkbox"/> Satellite TV | <input type="checkbox"/> Satellite Radio | <input type="checkbox"/> VCR |
| <input type="checkbox"/> # of VCRs | <input type="checkbox"/> AM-FM Stereo | <input type="checkbox"/> CD Player | <input type="checkbox"/> Cassette Player | <input type="checkbox"/> DVD |
| <input type="checkbox"/> # of DVDs | <input type="checkbox"/> IPod Dock | <input type="checkbox"/> Home Theater | <input type="checkbox"/> High Speed Internet | <input type="checkbox"/> Wifi |
| <input type="checkbox"/> Wired LAN | <input type="checkbox"/> Private Pool | <input type="checkbox"/> Community Pool | <input type="checkbox"/> Pool is heated | <input type="checkbox"/> Outside Shower |
| <input type="checkbox"/> Private Sauna | <input type="checkbox"/> Community Sauna | <input type="checkbox"/> Indoor Pool | <input type="checkbox"/> Outdoor Pool | <input type="checkbox"/> Private Hot Tub |
| <input type="checkbox"/> Community Hot Tub | <input type="checkbox"/> Private Whirlpool/Jet Tub | <input type="checkbox"/> Heatable Pool | <input type="checkbox"/> Wood Fireplace | <input type="checkbox"/> Gas Log Fireplace |
| <input type="checkbox"/> # of Fireplaces | <input type="checkbox"/> Woodstove | <input type="checkbox"/> Pool Table | <input type="checkbox"/> Tennis Facilities | <input type="checkbox"/> Ping Pong Table |
| <input type="checkbox"/> Private Exercise Room | <input type="checkbox"/> Comm. exercise Room | <input type="checkbox"/> Bar | <input type="checkbox"/> Wet Bar | <input type="checkbox"/> BBQ Charcoal |
| <input type="checkbox"/> BBQ Gas | <input type="checkbox"/> BBQ Electric | <input type="checkbox"/> Vacuum | <input type="checkbox"/> Baby Equipment | <input type="checkbox"/> Elevator |
| <input type="checkbox"/> Linens Provided | <input type="checkbox"/> Beach Equipment | <input type="checkbox"/> Fish Cleaning Table | <input type="checkbox"/> Basketball Goal | <input type="checkbox"/> Game Room |
| <input type="checkbox"/> Den | <input type="checkbox"/> Balcony | <input type="checkbox"/> Comm. Outside Shower | <input type="checkbox"/> Rooftop Deck | <input type="checkbox"/> Enclosed Outside Shower |
| <input type="checkbox"/> Storage Area | <input type="checkbox"/> Ferry Tickets | <input type="checkbox"/> Association Pool | <input type="checkbox"/> Association Tennis | <input type="checkbox"/> Pets Considered |
| <input type="checkbox"/> Unltd Long Dist in US | <input type="checkbox"/> Beaches | <input type="checkbox"/> Private/Assoc Beach Accss | <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"/> Available for Weddings | <input type="checkbox"/> Tenant Brings Linens |
| <input type="checkbox"/> Furnished | <input type="checkbox"/> Unfurnished | <input type="checkbox"/> Handicap Grab Bars | <input type="checkbox"/> Walk in Shower | <input type="checkbox"/> Golf Cart |
| <input type="checkbox"/> Beach Badges | <input type="checkbox"/> Blankets | <input type="checkbox"/> Maid Service | <input type="checkbox"/> Limited Maid Service | <input type="checkbox"/> Room Service |
| <input type="checkbox"/> Guard | <input type="checkbox"/> Cleaning Included In Rate | <input type="checkbox"/> # of Bicycles | <input type="checkbox"/> Boat Dock/Slips | <input type="checkbox"/> # of Boat Dock/Slips |
| <input type="checkbox"/> Canoe | <input type="checkbox"/> Rowboat | <input type="checkbox"/> Kayak | <input type="checkbox"/> Paddleboat | <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"/> Level Yard | <input type="checkbox"/> Wooded Yard |
| <input type="checkbox"/> Lawn Area | <input type="checkbox"/> Private Yard | <input type="checkbox"/> Open/Covered Porch | <input type="checkbox"/> Screened Porch | <input type="checkbox"/> Patio |
| <input type="checkbox"/> Three Season Room | <input type="checkbox"/> Handicap Access | <input type="checkbox"/> Elevator to Ground | <input type="checkbox"/> Handicap Interior | <input type="checkbox"/> 1st Floor Bedroom |
| <input type="checkbox"/> Waterfront | <input type="checkbox"/> Virtual Tour | | | |

Guide for Owners

- Grill cleaned and operational with full spare tanks and refill instructions.
- All patio and deck furniture cleaned and in good repair
- Clean outside shower.
- All screens must be in good repair and windows cleaned.
- Air conditioning, both central and window units should be in good working condition. Filters should be cleaned or replaced.
- Interior should be spring cleaned including carpets & upholstery shampooed, if necessary.
- Provide ample cleaning supplies and equipment including extra vacuum bags.
- Check lighting inside and outside. Leave replacements bulbs.
- Clean ceiling fans.
- Smoke detectors & carbon monoxide detectors must be working.
- Fire extinguishers must be prominently displayed and operational.
- If included, telephones, cable & internet service must be on (provide passwords).
- TV, cable and fan remote controls should be properly labeled and provide spare batteries.
- Provide ample dishes, glassware, silverware, cooking utensils, pots and pans.
- Check bed pillows, comforters and mattress pads. Replace if necessary.
- Schedule cleaning with each tenant turnover.
- A minimum of 3 covered garbage cans per unit should be provided plus at least 2 for recycling, clearly marked. Visibly post pick up schedule.
- Make sure we have a telephone number to reach you if needed, especially on check-in days.
- Review your property's information and amenities on our website which was generated from your rental authorization including the available weeks and rates.
- Provide a general purpose tool box.
- Provide a general purpose first aid kit.

2001 Long Beach Boulevard
Ship Bottom, NJ 08008
609-234-6192 call/text
609-492-1155 fax

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: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ 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. <input type="checkbox"/> Other (see instructions) ▶ _____		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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	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.

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.

Social security number									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; height: 20px;"></td> <td style="width: 15%;"></td> <td style="width: 15%; text-align: center;">-</td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> </table>			-						
		-							
or									
Employer identification number									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; height: 20px;"></td> <td style="width: 15%;"></td> <td style="width: 15%; text-align: center;">-</td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> </table>			-						
		-							

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.

New Jersey Law Against Discrimination



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 08625-0089

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

JOHN J. HOFFMAN
Acting Attorney General

CRAIG SASHIHARA
Director

TO: Property Owners

FROM: John J. Hoffman, Acting Attorney General, State of New Jersey
Craig Sashihara, Director, NJ Division on Civil Rights

DATE: August 2013

SUBJECT: Housing Discrimination Laws

The New Jersey Real Estate Commission requires every licensed broker or salesperson with whom you list your property to give you a copy of this notice. The purpose is to help you comply with the New Jersey Law Against Discrimination (the "LAD") and federal laws prohibiting discrimination in the sale or rental of real property.

In New Jersey, it is illegal to discriminate against a prospective or current buyer or tenant because of 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, domestic partner status, or source of lawful income used for mortgage or rental payments. It is also illegal to place any advertisement or make any statements or utterances that express, directly or indirectly, any limitations to offer housing based on any of those characteristics.

State and federal fair housing laws apply to a wide range of activities such as advertising, selling, renting, leasing, subleasing, assigning and showing property (including open land). Here are some issues that come up frequently in enforcing the LAD:

- Discrimination based on "source of lawful income used for mortgage or rental payments," means, for example, that a landlord cannot reject a prospective tenant because he or she intends to rely on a Section 8 rental voucher, FEMA voucher issued to Superstorm Sandy victims, or other types of rent subsidy.
- A "No Pets" rule cannot be enforced to prevent a person with a disability from using a service animal such as a guide dog. A landlord may not charge a tenant with a disability an extra fee for keeping a service animal.
- Discrimination based on "familial status" prohibits discrimination against families with a child or children under 18 years old, and includes pregnant women.

- Landlords must permit a tenant with a disability, at that tenant's own expense, to make reasonable modifications to the premises if such modifications are needed to give the tenant full enjoyment of the premises.

Penalites. If you commit a discriminatory housing practice that violates the LAD, you may be subject to penalties not exceeding \$10,000 for a first violation, not exceeding \$25,000 for a second violation within five years of the first offense, and not exceeding \$50,000 for two or more violations within seven years.


Other remedies. Victims of discrimination may recover economic damages related to the discrimination (such as having to pay higher rent for another unit) as well as damages for emotional distress, pain and humiliation. In more egregious cases, a victim may also recover punitive damages.

Brokers. The broker or salesperson with whom you list your property must transmit to you every written offer he/she receives on your property. Brokers and salespersons are licensed by the New Jersey Real Estate Commission and their activities are subject to the general real estate laws of the State and the Commission's own rules and regulations. The broker or salesperson must refuse your listing if you indicate an intent to discriminate based on any of the protected classes.

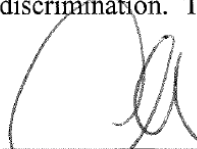
Exemptions. The sale or rental of property (including open land) whether for business or residential purposes, is covered by the LAD. In most cases, the following sales or rentals are exempt from the LAD¹:

- Renting one apartment in a two-family dwelling if the owner lives in the other apartment.
- Renting a room or rooms in a one-family dwelling if the owner lives in the same dwelling.
- A religious organization can give preference to persons of the same religion when selling or renting real property.
- In certain types of housing designated for older persons, it is not unlawful to discriminate based on familial status.

For more information about the LAD and Fair Housing Amendments Act of 1988, or if you have other questions about discrimination in the sale or rental of real property, including how to report a complaint, please review our website www.NJCivilRights.gov or call our Housing Hotline at (866) 405-3050. Please contact us if you would like the Division on Civil Rights to provide training on the subject of housing discrimination. Thank you.



John Jay Hoffman
Acting Attorney General



Craig Sashihara
Director, Division on Civil Rights

¹ Discrimination in connection with some of the transactions covered by these exemptions may nevertheless be prohibited under the *Federal Civil Rights Act of 1866*, 42 U.S.C. 1981, 1982.