

RE/MAX of Ocean City SUMMER RENTAL LISTING AGREEMENT

Approved Plain Language Agreement adopted by and for the exclusive use of the Ocean City Board of Realtors. 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: _____
4. Phone: (H) _____ (W) _____
5. Local Phone: _____ FAX: _____ CELL: _____
6. Make Rental Checks Payable to: _____

Owner authorizes Rental Agent to undertake repairs, replacements, or cleaning up to a maximum of \$200.00 for each incident in any manner or by any contractor/service personnel deemed appropriate by Rental Agent. For repairs, replacements or cleaning exceeding this sum, Rental Agent must obtain permission of owner. Rental Agent will endeavor to contact the Owner such work.

PROPERTY INFORMATION

1. Address: _____ Unit/Floor: _____ Lot #: _____ Block #: _____
2. Unit Telephone Number: _____
3. Minimum Rental Period: _____ Days
4. Security Deposit Required? Yes _____ No _____ Amount: _____
5. Term of Listing: 1/1/2009-12/31/2009
6. Other Realtors if any: _____

AMENITIES (Indicate Number of Each if Applicable) The amenities shall remain as set forth below unless otherwise advised in writing by Owner.

Number of Bedrooms: _____		Number of Baths: _____		Occupancy limit: _____	
: : Groups	: : Single Beds	: : Dishwasher	: : VCR DVD or Both []	: : Internet Access	: : Non-Smoking Unit
: : Air Con	: : Sofa Beds	: : Microwave	: : Phone Block	: : Rooftop Deck	: : Outside Shower
: : King Beds	: : Cots, Cribs, Etc.	: : Disposal	: : Phone	: : Heat Gas, Elec, Oil	: : Linens Provided
: : Queen Beds	: : Washer	: : Coffee Maker	: : Vacuum	: : Porch/Deck	: : Ocean View
: : Double Beds	: : Dryer (E)lec (G)as	: : T.V. (color/bw)	: : Ceiling Fans	: : Jacuzzi/Whirlpool	: : Offstreet Parking

1. **Rental Listing Agreement.** Owner represents that the Owner 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, "charges back" a credit card dispute, 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 any Property management services whatsoever. The Landlord specifically understands and acknowledges that the Rental Agent is not a Property manager and shall not be held accountable to, or responsible for, any claims arising from property management issues.** Owner is solely responsible for all Property inspections. In addition, in the event a tenant procured by the Rental Agent purchases or leases the Property from the Owner within two (2) years of the date of the lease, the Owner agrees to pay the Rental Agent a commission of 12% for the rental or 6% for the purchase. **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.

Continued on Other Side

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 is paid by the Landlord, and although the tenant-processing fee represents compensation to the Rental Agent from the Tenant, the processing fee **Does Not** constitute a hiring of the Rental Agent by the Tenant. Rental Agent **Does Not** represent the interests of the Tenant.

6. 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 rental agent to release the security deposit to the tenant as set forth in this listing agreement. **Owner understands and agrees that the Rental Agent is acting as Rental Agent only and is NOT a manager of the Property.**

7. 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 all local municipal ordinances governing real estate signs. 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 local 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.

8. 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.

9. 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 of Ocean City Rental Agents** as an authorized representative of RE/MAX of Ocean City intend at this time to work with you as Owner/Landlords agent only.

10. 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.

Next Year Rentals (Fill In)

1. 01/03/2009 _____
2. 01/10/2009 _____
3. 01/17/2009 _____
4. 01/24/2009 _____
5. 01/31/2009 _____
6. 02/07/2009 _____
7. 02/14/2009 _____
8. 02/21/2009 _____
9. 02/28/2009 _____
10. 03/07/2009 _____
11. 03/14/2009 _____
12. 03/21/2009 _____
13. 03/28/2009 _____
14. 04/04/2009 _____
15. 04/11/2009 _____
16. 04/18/2009 _____
17. 04/25/2009 _____
18. 05/02/2009 _____
19. 05/09/2009 _____
20. 05/16/2009 _____
21. 05/23/2009 _____
22. 05/30/2009 _____
23. 06/06/2009 _____
24. 06/13/2009 _____
25. 06/20/2009 _____
26. 06/27/2009 _____
27. 07/04/2009 _____
28. 07/11/2009 _____
29. 07/18/2009 _____
30. 07/25/2009 _____
31. 08/01/2009 _____
32. 08/08/2009 _____
33. 08/15/2009 _____
34. 08/22/2009 _____
35. 08/29/2009 _____
36. 09/05/2009 _____
37. 09/12/2009 _____
38. 09/19/2009 _____
39. 09/26/2009 _____
40. 10/03/2009 _____
41. 10/10/2009 _____
42. 10/17/2009 _____
43. 10/24/2009 _____
44. 10/31/2009 _____
45. 11/07/2009 _____
46. 11/14/2009 _____
47. 11/21/2009 _____
48. 11/28/2009 _____
49. 12/05/2009 _____
50. 12/12/2009 _____
51. 12/19/2009 _____
52. 12/26/2009 _____
53. 01/02/2010 _____

Long Term Rentals (Fill In)

1. Season _____
2. 1st Half Season _____
3. 2nd Half Season _____
4. May (Sat-to-Sat) _____
5. June (Sat-to-Sat) _____
6. July (Sat-to-Sat) _____
7. Aug (Sat-to-Sat) _____
8. Sept (Sat-to-Sat) _____
9. Oct (Sat-to-Sat) _____
10. MS Bike-A-Thon Wkend _____
11. New Year's (4 days) _____
12. Valentine's Weekend _____
13. M. Luther King Wkend _____
14. Superbowl Weekend _____
15. President's Weekend _____
16. Palm Sunday Weekend _____
17. Easter Weekend 3 day _____
18. Spring Block Party _____
19. Fall Block Party _____
20. Thanksgiving Weekend _____
21. Christmas (3 nights) _____
22. Mother's Day Weekend _____
23. Other _____
24. Other _____
25. Ocean Colony June _____
26. Ocean Colony July _____
27. Ocean Colony Aug _____
28. Ocean Colony Sept _____
29. Winter Rental 08-09 _____
30. Yearly Rental 08-09 _____

Owner Signature _____ Date _____