



**Down The Shore Realty (609) 398- 3199 / (609) 398-9399 Fax**  
**2019 Rental Listing Agreement , With Sub-Agent**

**Owner Information**

- Owner: \_\_\_\_\_
1. Social Security / Federal I. D. # \_\_\_\_\_
  2. Mailing Address: \_\_\_\_\_
  3. Email Address: \_\_\_\_\_
  4. Phone: (H) \_\_\_\_\_ (W) \_\_\_\_\_
  5. Local Phone: \_\_\_\_\_ Fax \_\_\_\_\_ Cell. \_\_\_\_\_
  6. Make Rental Checks Payable To: \_\_\_\_\_

**IN CASE OF EMERGENCY : (Contact The Following)**

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

Owner authorizes Rental Agent to undertake repairs, replacements or cleaning up to a maximum of \$200.00 for each incident. For repairs, replacements or cleaning exceeding this sum Rental Agent must obtain permission of Owner. Rental Agent will endeavor to contact the Owner and utilize the services of the above contractors for any such work.

**PROPERTY INFORMATION**

1. Address: \_\_\_\_\_ Unit/Floor: \_\_\_\_\_ Key No.: \_\_\_\_\_
2. Unit Telephone Number: \_\_\_\_\_
3. Minimum Rental Period: \_\_\_\_\_
4. Term Of Listing: 01/01/2019 to 12/31/2019
5. Other Realtors: \_\_\_\_\_
6. Down The Shore Realty or sub-agent sign permitted? Strip or Full (please circle)See Paragraph #7

**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: \_\_\_\_\_
- Television  Air (c or W)  Twin Beds  Vacuum  Storage  Coffee Pot  
 Washer  Pets  Double Bed  Iron  Garage  Microwave  
 Dryer  Non-smoking  Queen  Porch  Grill  Jacuzzi  
 Dishwasher  Exclusive  King  Parking  VCR  Ceiling Fans  
 DVD  Telephone (R)  Sofa Bed  Outside Shower  Internet Access

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 agent(s) 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% of the gross rental amount for rentals of one week or longer. 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 tenant withdraws 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. 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. **Vacation Rental Damage Protection,(VRDP) & Security Deposit.** All rentals include a \$50.00 premium that the tenant will pay to Rental Agent for a VRDP plan,(provided through CSA Travel Protection and Insurance Services), that insures the tenant for unintentional damages they may cause to your rental property during their stay,(up to a maximum of \$1,500.00), provided such damage is disclosed/reported by the tenant to Rental Agent prior to check out. Should the tenant not disclose/report damages and damages are found by the owner or owner's contractors, owner can still report the damages to Rental Agent within 3 days of check out date. For All Claims – The Owner Must Submit To Rental Agent All Paid Receipts For Repairs/Replacements That The Owner Has Paid For. Without Receipts CSA Will Deny The Claim. Reimbursement checks will be paid directly to rental agent by CSA Travel Protection and Protection Services and rental agent will disburse such funds accordingly. Certain terms and conditions apply. Full details of the VRDP are contained in the Certificate of Insurance or Insurance Policy and can be found on-line at \_\_\_\_\_ . In the event the tenant chooses not to purchase VRDP, a standard security deposit of \$1,500.00 or an amount equal to the cost of the full rent, whichever is less, will be charged to the tenant. Security Deposit . The owner understands and agrees if a security deposit is charged it may 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. In the event of any dispute, the Owner authorizes the release of the Owners address and contact information.
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 the 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. Rental Agent discloses to Landlord that Rental Agent is licensed in New Jersey to sell/provide travel insurance products and receives a commission from a third party vendor.
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 a 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 Ocean City, New Jersey 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 Ocean City, New Jersey 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. Agents as authorized representatives of Down The Shore Realty intend, at this time, to work with you as an Owner/Landlord agent only.
10. **Attorney General Memorandum.** Owner acknowledges receipt of the Memorandum of the Attorney General of New Jersey regarding the New Jersey Law against Discrimination and Fair Housing Law.
11. **Sub-Agent** – Rental agent may enter into a sub-agent arrangement. Owner agrees to accept a sub-agent arrangement, with Down The Shore Realty and Jesse Real Estate and/or others.

**Please Fill In Your 2017 Rental Rates**

01/05/2019 _____	07/06/2019 _____	Season _____
01/12/2019 _____	07/13/2019 _____	1 <sup>st</sup> ½ Season _____
01/19/2019 _____	07/20/2019 _____	2 <sup>nd</sup> ½ Season _____
01/26/2019 _____	07/27/2019 _____	May _____
02/02/2019 _____	08/03/2019 _____	June _____
02/09/2019 _____	08/10/2019 _____	July _____
02/16/2019 _____	08/17/2019 _____	August _____
02/23/2019 _____	08/24/2019 _____	September _____
03/02/2019 _____	08/31/2019 _____	October _____
03/09/2019 _____	09/07/2019 _____	Off Season Per Night _____
03/16/2019 _____	09/14/2019 _____	Winter Per Month _____
03/23/2019 _____	09/21/2019 _____	Yearly Per Month _____
03/30/2019 _____	09/28/2019 _____	<b><u>Internet Access</u></b>
04/06/2019 _____	10/05/2019 _____	Network Name _____
04/13/2019 _____	10/12/2019 _____	Network Password _____
04/20/2019 _____	10/19/2019 _____	Garage Code _____
04/27/2019 _____	10/26/2019 _____	Entry Door Code _____
05/04/2019 _____	11/02/2019 _____	Condo. Parking Space # _____
05/11/2019 _____	11/09/2019 _____	Beach Tags # _____
05/18/2019 _____	11/16/2019 _____	Beach Chairs # _____
05/25/2019 _____	11/23/2019 _____	Misc. _____
06/01/2019 _____	11/30/2019 _____	
06/08/2019 _____	12/07/2019 _____	
06/15/2019 _____	12/14/2019 _____	
06/22/2019 _____	12/21/2019 _____	
06/29/2019 _____	12/28/2019 _____	

The undersigned acknowledges that they have read all three, (3), pages of this agreement and warrant the accuracy of all statements and information contained herein. The undersigned certifies that this agreement is the entire agreement 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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date



2163 Asbury Avenue, Ocean City, NJ 08226

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