

Ocean City Realty

109 34th Street, OCEAN CITY, NEW JERSEY

2011 RENTAL LISTING AGREEMENT

OWNER INFORMATION

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

PROPERTY INFORMATION

1. Address: _____ Unit/Floor: _____
2. Unit Telephone Number: _____
4. Minimum Rental Period: _____ Days (multiples of 7) Until? _____
5. Security Deposit Required? \$ _____ 6. Phone Deposit Required? \$ _____
7. Comments: _____
9. Are we permitted to place a rental sign on this property? _____
10. Would you consider selling this property? _____

Number of Bedrooms: _____	AMENITIES	(Indicate Number of Each if Applicable)	Occupancy limit: _____
Number of Baths: _____			
: : King Beds	: : TV's #	: : Microwave	: : Non-Smoking Unit
: : Queen Beds	: : DVD's #	: : Dishwasher	: : Pets Permitted
: : Double Beds	: : VCR's #	: : Sofa Bed Size Q or D	: : Elevator/Handicap
: : Single Beds	: : Internet Access	: : Coffee Maker	: : Storage Room
: : Washer	: : Air Conditioning C W	: : Telephone Block	: : Outside Shower E O
: : Dryer	: : Ceiling Fans	: : Telephone Service	: : Deck / Porch
			: : Patio Furniture
			: : Garage
			: : Parking Spaces
			: : Pool in Season
			: : Dock
			: : Group Rentals

Property Features			
: : Grill	: : Cable	: : Cot(s)	: : ROOF top
: : Gilling Allowed	: : Fireplace	: : Heat G E O	: : Futon(s)
			: : Bunkbeds
			: : Sofabed(s) size
			: : Cabana Bath
			: : Trundle Bed

Property Comments: _____

2011 Rentals Rates (Fill In)

1. 01/01/2011 _____
 2. 01/08/2011 _____
 3. 01/15/2011 _____
 4. 01/22/2011 _____
 5. 01/29/2011 _____
 6. 02/05/2011 _____
 7. 02/12/2011 _____
 8. 02/19/2011 _____
 9. 02/26/2011 _____
 10. 03/05/2011 _____
 11. 03/12/2011 _____
 12. 03/19/2011 _____
 13. 03/26/2011 _____
 14. 04/02/2011 _____
 15. 04/09/2011 _____
 16. 04/16/2011 _____
 17. 04/23/2011 _____
 18. 04/30/2011 _____
 19. 05/07/2011 _____
 20. 05/14/2011 _____
 21. 05/21/2011 _____
 22. 05/28/2011 _____
 23. 06/04/2011 _____
 24. 06/11/2011 _____
 25. 06/18/2011 _____
 26. 06/25/2011 _____
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27. 07/02/2011 _____
 28. 07/09/2011 _____
 29. 07/16/2011 _____
 30. 07/23/2011 _____
 31. 07/30/2011 _____
 32. 08/06/2011 _____
 33. 08/13/2011 _____
 34. 08/20/2011 _____
 35. 08/27/2011 _____
 36. 09/03/2011 _____
 37. 09/10/2011 _____
 38. 09/17/2011 _____
 39. 09/24/2011 _____
 40. 10/01/2011 _____
 41. 10/08/2011 _____
 42. 10/15/2011 _____
 43. 10/22/2011 _____
 44. 10/29/2011 _____
 45. 11/05/2011 _____
 46. 11/12/2011 _____
 47. 11/19/2011 _____
 48. 11/26/2011 _____
 49. 12/03/2011 _____
 50. 12/10/2011 _____
 51. 12/17/2011 _____
 52. 12/24/2011 _____

Long Term Rentals (Fill In)

71. SEASONAL _____
05/21/2011-09/03/2011
 72. 1ST HALF SEASON _____
05/21/2011-07/16/2011
 73. 2ND HALF SEASON _____
07/16/2011-09/03/2011
 74. MAY _____
04/30/2011-05/28/2011
 75. JUNE _____
05/28/2011-06/25/2011
 76. JULY _____
06/25/2011-07/23/2011
 77. AUGUST _____
07/23/2011-08/27/2011
 78. SEPTEMBER _____
08/27/2011-09/24/2011
- YEARLY _____
- WINTER WEEKENDS
PER NIGHT RATES _____

Office use:

- Unit code: _____
- Initials and date entered _____
- Initials and date entered _____
- Pictures: _____

IN CASE OF EMERGENCY: (Contact the following)

1. Appliance Repair: _____ 3. Cleaning: _____
2. Plumber: _____ 4. A/C Repair: _____

OTHER AGENCIES RENTING PROPERTY:

- | | | |
|---------------------|------------------|---------------------|
| : : 1.)Academy | : : 8.)French | : : 15.)Monihan |
| : : 2.)Berger 32nd | : : 9.)GoldCoast | : : 16.)NJ Realty |
| : : 3.)Coastal | : : 10.)Grace | : : 17.)PFR |
| : : 4.)Fasy | : : 11.)Jesse | : : 18.)Exit Realty |
| : : 5.)Farina | : : 12.)Landis | : : 19.)Weichart |
| : : 6.)Fox Brighton | : : 13.)Marr | : : 20.)ReMax/Jesse |
| : : 7.)Freda | : : 14.)McCann | |

PLEASE REMEMBER TO REPORT ALL RENTALS TO ALL AGENCIES!

The Lessor acknowledges that he has read all the pages of this Listing Agreement, understands the contents, warrants the accuracy of all property and personal information, and that no agreement or conditions exist, other than those contained herein.

Owners Signature: _____ Date: _____

Ocean City Realty
Rental Listing Agreement

In consideration of the services to be performed by Ocean City Realty, herein called Realtor, the owner or owners, herein called Lessor, do hereby authorize and give the Realtor a Listing to lease this property at the price listed or for any other price to which the Lessor hereunder may consent. The Lessor agrees to assist and cooperate in such lease. Ocean City Realty is representing you as a Landlord's Agent.

1. This right to lease shall remain in effect until cancelled in writing by either party, such cancellation effective upon receipt of notice.
2. If, before the expiration date hereof, said premises are rented to any prospect introduced by the Realtor, the Lessor agrees to pay the Realtor a 12% commission, which shall be deducted from each installment of rent. No commission shall be earned if Lessor or other Realtor effects a lease to a party or parties not introduced by Ocean City Realty, Inc. Realtor
3. The Lessor further agrees to notify Ocean City Realty, Realtor prior to removing any time period from the rental market. Until receipt of such notice, a lease written by Ocean City Realty, Realtor shall take priority over a lease written by the Lessor.
4. The property listed has complete accommodations for sleeping (excluding linens) and dining which are adequate to handle the maximum occupancy limited stated.
5. I authorize Ocean City Realty, Realtor to order emergency repair and cleaning service for the property up to \$100.00.
6. In the event of any dispute over entitlement to any security deposit held by Ocean City Realty, Inc Realtor as escrow agent, Lessor agrees that such deposit shall be held by Ocean City Realty, Realtor until such time as such dispute is resolved or as otherwise ordered by a court of competent jurisdiction.
7. All person signing this Agreement represent that they are either the owners or authorized by the owners to sign this authorization and that they have the legal right to lease the said property. They also acknowledge receipt of a Summary of the NJ Law Against Discrimination prepared by the Attorney General of New Jersey.
8. Owner shall have 15 days from the completion of the tenancy to object to the return of the security deposit to the tenant and ninety (90) days from completion of tenancy in which to object to the return of the phone/utility deposit. Failure to object within the time periods(s) will result in an automatic return of the security deposit and or phone/utility deposit to tenant.

STATE OF NEW JERSEY - DEPARTMENT OF LAW & PUBLIC SAFETY - OFFICE OF THE ATTORNEY GENERAL
JOHN J. FARMER, JR., ATTORNEY GENERAL OF NEW JERSEY
Owners of Real Property

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 for rent to give you a copy of this legal memorandum.

The purpose of this is to help you comply with the New Jersey Law Against Discrimination ("LAD") and federal laws which prohibit discrimination in the sale or rental of real property.

Together, the LAD and the 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, marital status, affectional or sexual orientation, familial status, actual or perceived physical or mental handicap, ancestry or nationality. (Note: "familial status" refers to families with a child or children under 18 years old and/or pregnant women. "Handicapped" includes persons afflicted with AIDS or HIV or perceived to be afflicted with AIDS).

The following are some of the requirements which apply to the sale or rental of your property:

1. All persons, regardless of their membership in one of the protected classes stated above, 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 is permitted.
3. The broker or salesperson with whom you list your property, must refuse the listing if you indicate any intention of discriminating on any of the aforementioned bases.
4. The broker or salesperson with whom you list your property must transmit to you every written offer he/she received for 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 handicapped, blind or deaf tenant.
6. A landlord may not charge a handicapped, blind or deaf tenant an extra fee for keeping a service or guide dog.
7. As a landlord, you must permit a handicapped tenant, at his/her 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, 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 residence or the household of his family at the time of such rentals.
2. The rental of a room or rooms to another person or persons by the owner or occupant of a one-family dwelling occupied by him/her as his/her residence or the household of his/her family at the time of such rental.
3. In the sale, lease or rental of real property, preference given to persons of the same religion by a religious organization.

However, these exceptions do not apply if the dwelling was built or substantially rebuilt with the use of public funds, or financed in whole or 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)

or the Veterans Administration (VA) which are most commonly used in such matters. In addition, discrimination in connection with some of the transactions covered by the above exceptions is nevertheless prohibited under the Federal Civil Rights Act of 1866 (42 U.S.C. 1981, 1982). However, the prohibition against discrimination on the basis of familial status does not apply to housing for older persons (as defined in the "Law Against Discrimination" at N.J.S.A. 10:5-5mm) where at least one occupant of the dwelling is at least 55 years old.

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 Division on Civil Rights in the Department of Law and Public Safety.

JOHN J. FARMER, JR., ATTORNEY GENERAL OF NEW JERSEY