

# Goldcoast Sotheby's International Realty

**1760 Asbury Avenue**  
**Ocean City, NJ 08226**  
**(609) 399-2500 Fax (609) 399-3400**  
**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. #: \_\_\_\_\_ Listing Agent: \_\_\_\_\_
3. Mailing Address: \_\_\_\_\_
4. Email Address: \_\_\_\_\_
5. Phone: (H) \_\_\_\_\_ (W) \_\_\_\_\_
6. Local Phone: \_\_\_\_\_ FAX: \_\_\_\_\_ CELL: \_\_\_\_\_
6. Make Rental Checks Payable to: \_\_\_\_\_

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

1. Weekend Emergency #: \_\_\_\_\_
3. Plumber: \_\_\_\_\_
5. Cleaning: \_\_\_\_\_
7. A/C Repair: \_\_\_\_\_
2. Appliance Repair: \_\_\_\_\_
4. Electrician: \_\_\_\_\_
6. Handyman: \_\_\_\_\_
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: \_\_\_\_\_ Lot #: \_\_\_\_\_ Block #: \_\_\_\_\_
2. Unit Telephone Number: \_\_\_\_\_
3. Minimum Rental Period: \_\_\_\_\_
4. Security Deposit Required? Yes \_\_\_\_\_ No \_\_\_\_\_ Amount: \_\_\_\_\_
5. Other Realtors if any: \_\_\_\_\_
6. May we put a sign on your property? \_\_\_\_\_ Other Agency Signs: \_\_\_\_\_ (max 3 signs per bldg.)

**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:
<ul style="list-style-type: none"> <li>: : King Beds</li> <li>: : Queen Beds</li> <li>: : Double Beds</li> <li>: : Single Beds</li> <li>: : Bunk Beds (s/s)</li> </ul>	<ul style="list-style-type: none"> <li>: : Bunk Beds (s/D)</li> <li>: : Futon</li> <li>: : Sleeper Sofa (S, D, Q)</li> <li>: : # of TVs</li> <li>: : # of DVDs</li> </ul>	<ul style="list-style-type: none"> <li>: : Internet Access</li> <li>: : Wireless Internet</li> <li>: : Phone Service [B]</li> <li>: : A/C [C]</li> <li>: : # of window A/C</li> </ul>
<ul style="list-style-type: none"> <li>: : Microwave</li> <li>: : Dishwasher</li> <li>: : Washer/Dryer</li> <li>: : Excavator</li> <li>: : Handicap Access</li> </ul>	<ul style="list-style-type: none"> <li>: : # of Ceiling Fans</li> <li>: : # of Parking Spaces</li> <li>: : Garage Use</li> <li>: : Adit. Storage</li> <li>: : Outside Shower [O/E]</li> <li>: : Handicap Access</li> </ul>	<ul style="list-style-type: none"> <li>: : Porch/Deck</li> <li>: : Rooftop Deck</li> <li>: : Non Smoking</li> <li>: : Pets</li> <li>: : Swimming Pool</li> </ul>

**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 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. Security Deposit.** The Owner understands and agrees that the security deposit 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. Notwithstanding the foregoing, if a telephone deposit is paid, it will automatically be refunded sixty (60) days after termination of the lease unless otherwise directed by the Owner in writing to the Rental Agent. 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 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. **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 the 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. ( See attached Sign Ordinance and Authorization Form)

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. I, \_\_\_\_\_ as an authorized representative of Goldcoast Sotheby's Realty intend at this time to work with you as Owner/Landlords 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 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)

- 13. 03/31/2012 \_\_\_\_\_
- 14. 04/07/2012 \_\_\_\_\_
- 15. 04/14/2012 \_\_\_\_\_
- 16. 04/21/2012 \_\_\_\_\_
- 17. 04/28/2012 \_\_\_\_\_
- 18. 05/05/2012 \_\_\_\_\_
- 19. 05/12/2012 \_\_\_\_\_
- 20. 05/19/2012 \_\_\_\_\_
- 21. 05/26/2012 \_\_\_\_\_
- 22. 06/02/2012 \_\_\_\_\_
- 23. 06/09/2012 \_\_\_\_\_
- 24. 06/16/2012 \_\_\_\_\_
- 25. 06/23/2012 \_\_\_\_\_
- 26. 06/30/2012 \_\_\_\_\_
- 27. 07/07/2012 \_\_\_\_\_
- 28. 07/14/2012 \_\_\_\_\_
- 29. 07/21/2012 \_\_\_\_\_
- 30. 07/28/2012 \_\_\_\_\_
- 31. 08/04/2012 \_\_\_\_\_
- 32. 08/11/2012 \_\_\_\_\_
- 33. 08/18/2012 \_\_\_\_\_
- 34. 08/25/2012 \_\_\_\_\_
- 35. 09/01/2012 \_\_\_\_\_
- 36. 09/08/2012 \_\_\_\_\_
- 37. 09/15/2012 \_\_\_\_\_
- 38. 09/22/2012 \_\_\_\_\_
- 39. 09/29/2012 \_\_\_\_\_
- 40. 10/06/2012 \_\_\_\_\_

Long Term Rentals (Fill In)

- 1. Season 5/26-9/4 \_\_\_\_\_
- 2. First half 5/26-7/28 \_\_\_\_\_
- 3. Second half 7/28-9/4 \_\_\_\_\_
- 4. May \_\_\_\_\_
- 5. June \_\_\_\_\_
- 6. July \_\_\_\_\_
- 7. August \_\_\_\_\_
- 8. September \_\_\_\_\_
- 9. \_\_\_\_\_
- 10. Off season weekend \_\_\_\_\_
- 11. Winter \_\_\_\_\_
- 12. Yearly \_\_\_\_\_
- 13. Two days \_\_\_\_\_
- 14. Three days \_\_\_\_\_
- 15. Four days \_\_\_\_\_
- 16. \_\_\_\_\_
- 17. \_\_\_\_\_
- 18. \_\_\_\_\_
- 19. \_\_\_\_\_
- 20. \_\_\_\_\_
- 21. \_\_\_\_\_
- 22. \_\_\_\_\_
- 23. \_\_\_\_\_
- 24. \_\_\_\_\_
- 25. \_\_\_\_\_
- 26. \_\_\_\_\_
- 27. \_\_\_\_\_
- 28. \_\_\_\_\_
- 29. \_\_\_\_\_
- 30. \_\_\_\_\_

Owner Signature \_\_\_\_\_

\_\_\_\_\_ Date

Please complete the amenities list. Be specific, using numbers or letters where appropriate.

King Beds	Internet Access	Microwave	
Queen Beds	Wireless Internet	Dishwasher	
Double Beds	Phone Service (B)	Washer/Dryer	
Single Beds	A/C (C)	Elevator	
Bunk Beds (S/S)	# of Window A/C's	Handicap Access	
Bunk Beds (S/D)	# of Ceiling Fans	Porch/Deck	
Futon	# of Parking Spaces	Rooftop Deck	
Sleeper Sofa (S, D, Q)	Garage Access	Smoking	
# of TV's	Additional Storage	Pets	
# of DVD's	Outside Shower (O) (E)	Swimming Pool	

Goldcoast

Sotheby's  
INTERNATIONAL REALTY

1760 Asbury Avenue  
Ocean City, NJ 08226  
t 609.399.2500  
toll free 800.407.4664  
f 609.399.3400  
goldcoast@ir.com

Owner Signature: \_\_\_\_\_

Unit Address: \_\_\_\_\_

# Ocean City Sign Ordinance

| Sign 18"x24"

OR

3 Strips of 6"x24"

**For Rent**  
**Blank Realtor**

<b>For Rent – Realtor #1</b>
<b>For Rent – Realtor #2</b>
<b>For Rent – Realtor #3</b>

## Ocean City Sign Ordinance:

The purpose of this ordinance is to regulate the location and size of real estate signs... In the event that more than one real estate office is advertising the property for sale or lease, the signs of the respective real estate offices shall be placed together attached in a vertical alignment, but in no event shall the total area of all the signs of the individual real estate offices exceed 3 square feet in the area.

In accordance with the ordinance, I want the following signs displayed on my property:

(1) 18"x24" sign from \_\_\_\_\_ Realtor

OR

(3) 6"x24" signs from 1. \_\_\_\_\_ Realtor

2. \_\_\_\_\_ Realtor

3. \_\_\_\_\_ Realtor

Signed \_\_\_\_\_ Date \_\_\_\_\_

Property Address \_\_\_\_\_

Goldcoast

**Sotheby's**  
INTERNATIONAL REALTY

1760 Asbury Avenue  
Ocean City, NJ 08226  
(609) 399-2500  
www.goldcoastsir.com

STATE OF NEW JERSEY – DEPARTMENT OF LAW & PUBLIC SAFETY

OFFICE OF THE ATTORNEY GENERAL

PAULA T. DOW, 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 Commission require every licensed broker or salesperson with whom you are listing your property for sale or for rent 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 13 years of age 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 unavailable 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 "Laws 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.

PAULA T. DOW, ATTORNEY GENERAL OF NEW JERSEY