

# BERGER REALTY

## 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: \_\_\_\_\_
5. Phone: (H) \_\_\_\_\_ (W) \_\_\_\_\_
6. Local Phone: \_\_\_\_\_ FAX: \_\_\_\_\_
7. Make Rental Checks Payable to: \_\_\_\_\_ CELL: \_\_\_\_\_

**Initial One:**  
**Berger Exclusive (12% Commission)** \_\_\_\_\_  
**Includes exclusive renting and rental sign privileges for the year 2010. (Subject to market rate)**  
**Non Berger Exclusive (15% Commission)** \_\_\_\_\_  
**Other Agents:** \_\_\_\_\_  
**NOTE: Failure to initial choice above will result in a non-exclusive commission rate.**  
**VERY IMPORTANT**

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

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

Owner authorizes Rental Agent to undertake repairs, replacements, or cleaning up to a maximum of \$250.00 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 # \_\_\_\_\_ Location: \_\_\_\_\_
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: _____
: : TELEVISION : : WASHER : : DRYER : : DISHWASHER : : MICROWAVE	: : AIR CONDIT. (C OR W) : : PETS PERMITTED : : ELEVATOR : : SMOKING : : EXCLUSIVE	: : TWINS : : DOUBLE BEDS : : QUEEN BEDS : : KING BEDS : : SOFA BED (TYPE)
: : FULTON [ S D Q ] : : BUNKS : : PORCH/DECK FURN : : ROOF TOP DECK : : OUTSIDE SHOWER	: : STORAGE ROOM : : GARAGE/CARPORT [G C] : : GRILL : : OFFSTREET PARKING : : PHONE [B]	: : BROADBAND/WIRELESS : : DVD [#] : : VCR [#] : : DOCK/BOAT SLIP : : CEILING FANS [#]

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 \_\_\_\_%. 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 \_\_\_\_% 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 fourteen (14) 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, which may be viewed or downloaded at [www.bergerrealty.com](http://www.bergerrealty.com). **Berger Realty** intends, 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)

Long Term Rentals (Fill In)

- 1. 01/02/2010 \_\_\_\_\_
- 2. 01/09/2010 \_\_\_\_\_
- 3. 01/16/2010 \_\_\_\_\_
- 4. 01/23/2010 \_\_\_\_\_
- 5. 01/30/2010 \_\_\_\_\_
- 6. 02/06/2010 \_\_\_\_\_
- 7. 02/13/2010 \_\_\_\_\_
- 8. 02/20/2010 \_\_\_\_\_
- 9. 02/27/2010 \_\_\_\_\_
- 10. 03/06/2010 \_\_\_\_\_
- 11. 03/13/2010 \_\_\_\_\_
- 12. 03/20/2010 \_\_\_\_\_
- 13. 03/27/2010 \_\_\_\_\_
- 14. 04/03/2010 \_\_\_\_\_
- 15. 04/10/2010 \_\_\_\_\_
- 16. 04/17/2010 \_\_\_\_\_
- 17. 04/24/2010 \_\_\_\_\_
- 18. 05/01/2010 \_\_\_\_\_
- 19. 05/08/2010 \_\_\_\_\_
- 20. 05/15/2010 \_\_\_\_\_
- 21. 05/22/2010 \_\_\_\_\_
- 22. 05/29/2010 \_\_\_\_\_
- 23. 06/05/2010 \_\_\_\_\_
- 24. 06/12/2010 \_\_\_\_\_
- 25. 06/19/2010 \_\_\_\_\_
- 26. 06/26/2010 \_\_\_\_\_
- 27. 07/03/2010 \_\_\_\_\_
- 28. 07/10/2010 \_\_\_\_\_
- 29. 07/17/2010 \_\_\_\_\_
- 30. 07/24/2010 \_\_\_\_\_
- 31. 07/31/2010 \_\_\_\_\_
- 32. 08/07/2010 \_\_\_\_\_
- 33. 08/14/2010 \_\_\_\_\_
- 34. 08/21/2010 \_\_\_\_\_
- 35. 08/28/2010 \_\_\_\_\_
- 36. 09/04/2010 \_\_\_\_\_
- 37. 09/11/2010 \_\_\_\_\_
- 38. 09/18/2010 \_\_\_\_\_
- 39. 09/25/2010 \_\_\_\_\_
- 40. 10/02/2010 \_\_\_\_\_
- 41. 10/09/2010 \_\_\_\_\_
- 42. 10/16/2010 \_\_\_\_\_
- 43. 10/23/2010 \_\_\_\_\_
- 44. 10/30/2010 \_\_\_\_\_
- 45. 11/06/2010 \_\_\_\_\_
- 46. 11/13/2010 \_\_\_\_\_
- 47. 11/20/2010 \_\_\_\_\_
- 48. 11/27/2010 \_\_\_\_\_
- 49. 12/04/2010 \_\_\_\_\_
- 50. 12/11/2010 \_\_\_\_\_
- 51. 12/18/2010 \_\_\_\_\_
- 52. 12/25/2010 \_\_\_\_\_
- 53. 01/01/2011 \_\_\_\_\_

- 1. Season \_\_\_\_\_
- 2. 1st Half \_\_\_\_\_
- 3. 2nd Half \_\_\_\_\_
- 4. May \_\_\_\_\_
- 5. June \_\_\_\_\_
- 6. July \_\_\_\_\_
- 7. August \_\_\_\_\_
- 8. September \_\_\_\_\_
- 9. Yearly \_\_\_\_\_
- 10. Winter \_\_\_\_\_
- 11. Martin Luther King \_\_\_\_\_
- 12. Superbowl \_\_\_\_\_
- 13. Presidents WE \_\_\_\_\_
- 14. Valentines WE \_\_\_\_\_
- 15. Easter WE \_\_\_\_\_
- 16. Spring Block \_\_\_\_\_
- 17. Columbus WE \_\_\_\_\_
- 18. Indian Summer \_\_\_\_\_
- 19. Thanksgiving \_\_\_\_\_
- 20. Christmas \_\_\_\_\_
- 21. New Years Eve \_\_\_\_\_
- 22. Off Season Nites \_\_\_\_\_
- 23. \_\_\_\_\_
- 24. \_\_\_\_\_
- 25. \_\_\_\_\_
- 26. \_\_\_\_\_
- 27. \_\_\_\_\_
- 28. \_\_\_\_\_
- 29. \_\_\_\_\_
- 30. \_\_\_\_\_

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

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

Rental Agent \_\_\_\_\_ Date \_\_\_\_\_