

# BERGER REALTY

## RENTAL LISTING AGREEMENT

### PROPERTY INFORMATION

KEY# \_\_\_\_\_

Address: \_\_\_\_\_ NJ, 08226 Unit/Floor: \_\_\_\_\_  
Block: \_\_\_\_\_ Lot: \_\_\_\_\_ Qualifier: \_\_\_\_\_  
Term of Listing: 1/1/2020 - 12/31/2020 Minimum rental Period: \_\_\_\_\_ (multiples of 7)  
Other Agency (If none, Please write none): \_\_\_\_\_  
May we put a sign on your property? \_\_\_\_\_ Other Agency Signs: \_\_\_\_\_  
WiFi Network Name? \_\_\_\_\_ Password: \_\_\_\_\_ Garage/Door Code: \_\_\_\_\_

### OWNER INFORMATION

Owner: \_\_\_\_\_  
Make Checks Payable to: \_\_\_\_\_  
Commission: 15% (Exclusive 12%) Social Security/Federal I.D. \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: Home \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Plumber:	_____	Cleaning:	_____
Electrician:	_____	Extra:	_____
Appliance Repair:	_____	Extra:	_____
Weekend Emergency:	_____	Extra:	_____

### TERRITORY AGENT

Agent Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Agent Email: \_\_\_\_\_  
Office Email: info@bergerrealty.com



**AMENITIES LEGEND - Please fill in all fields, do not leave anything blank!**

Please Provide a Number for these Amenities or (N) if not available

Please indicate Yes or No (Y/N)

Televisions  
Twin Beds  
Double Beds  
Queen Beds  
King Beds  
DVD  
Ceiling Fans  
Off Street Parking  
Roof Top Deck (must allow access)  
Storage Room (must allow access)

Dishwasher  
Microwave  
Pets (\$150 standard pet fee applies)  
Elevator  
Exclusive  
Porch/Deck Furniture  
Dock/Boat Slip  
Pool

Other Amenities:

**Washer/Dryer** - [Y] if in unit, [N] if no washing machine/dryer, [C] if coin operated washer/dryer, or [S] if shared washer/dryer with other tenants

**Air Conditioner** - If central air [C] If window, please indicate the number, ex. [3], if none [N]

**Coffee Maker** - [K] Keurig, [P] Coffee Pot

**Sofa Bed** Size of bed [Q] (queen), [D] (double), [S] (single) or [N] if no sofa beds. If more than one indicate # of sofa beds.

**Futon** - same as sofa bed

**Bunks** [Y] or [N] (sizes of beds on bunks should be included in bed size counts. Ex. If you have a room with 2 twins, and a room with a twin over twin bunk, then twin bed count should be [4].

**Outside Shower** - [E] for enclosed, [O] for open, [N] for no, [S] for shared

**Garage/Carport** - [G] for garage, [C] for carport, [N] for neither

**Grill** - [G] for gas [P] for propane grill, [C] for charcoal grill, [N] for no grill

**Off Street Parking** - Number of available spaces, or [N] if no parking. Shared parking is not acceptable as a yes, please write arrangement down and we will put it in comments.

**Phone** - [Y] for phone, [N] for no phone, [B] for phone with long distance block

**AMENITIES**

**Bedrooms:** \_\_\_\_\_

**Bathrooms:** \_\_\_\_\_

**Occupancy Limit:** \_\_\_\_\_

TELEVISION [#]	::	TWIN BEDS [#]	::	STORAGE ROOM	::
WASHER [S,C,Y,N]	::	DOUBLE BEDS [#]	::	GARAGE/CARPORT [G,C]	::
DRYER [S,C,Y,N]	::	QUEEN BEDS [#]	::	GRILL [C,G,P,N]	::
DISHWASHER	::	KING BEDS [#]	::	OFFSTREET PARKNG [#]	::
MICROWAVE	::	SOFA BED [SIZE]	::	AIRBED/COT [SIZE]	::
AIR CONDIT. [C OR #]	::	FUTON [SIZE]	::	INTERNET ACCESS[W,P]	::
PETS PERMITTED	::	BUNK BEDS [#]	::	DVD [#]	::
ELEVATOR	::	PORCH/DECK FURN	::	POOL	::
COFFEE MKR. (K or P)	::	ROOF TOP DECK	::	DOCK/BOAT SLIP	::
EXCLUSIVE	::	OUTSIDE SHWR [E,O,N]	::	CEILING FANS [#]	::

For Efficiency units, please put zero (0) Bedrooms



**Rental Rates**

1. January 04, 2020	_____
2. January 11, 2020	_____
3. January 18, 2020	_____
4. January 25, 2020	_____
5. February 01, 2020	_____
6. February 08, 2020	_____
7. February 15, 2020	_____
8. February 22, 2020	_____
9. February 29, 2020	_____
10. March 07, 2020	_____
11. March 14, 2020	_____
12. March 21, 2020	_____
13. March 28, 2020	_____
14. April 04, 2020	_____
15. April 11, 2020	_____
16. April 18, 2020	_____
17. April 25, 2020	_____
18. May 02, 2020	_____
19. May 09, 2020	_____
20. May 16, 2020	_____
21. May 23, 2020	_____
22. May 30, 2020	_____
23. June 06, 2020	_____
24. June 13, 2020	_____
25. June 20, 2020	_____
26. June 27, 2020	_____
27. July 04, 2020	_____
28. July 11, 2020	_____
29. July 18, 2020	_____
30. July 25, 2020	_____
31. August 01, 2020	_____
32. August 08, 2020	_____
33. August 15, 2020	_____
34. August 22, 2020	_____
35. August 29, 2020	_____
36. September 05, 2020	_____
37. September 12, 2020	_____
38. September 19, 2020	_____
39. September 26, 2020	_____
40. October 03, 2020	_____
41. October 10, 2020	_____
42. October 17, 2020	_____
43. October 24, 2020	_____
44. October 31, 2020	_____
45. November 07, 2020	_____
46. November 14, 2020	_____
47. November 21, 2020	_____
48. November 28, 2020	_____
49. December 05, 2020	_____
50. December 12, 2020	_____
51. December 19, 2020	_____
52. December 26, 2020	_____
53.	_____

**Long term Rentals**

Season	_____
Yearly	_____
Winter	_____
Martin Luther King	_____
Superbowl	_____
Presidents W E	_____
Valentines W E	_____
Easter W E	_____
Spring Block	_____
Columbus W E	_____
Indian Summer	_____
Thanksgiving	_____
Christmas	_____
New Year	_____
Off Season nightly	_____



1. Owner authorizes Rental Agent to undertake repairs, replacement or cleaning up to a maximum of \$200.00 for each incident. For repair, 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.

2. **Rental Listing Agreement.** Owner represents that he/she is the Owner of the Property or is 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 Berger Realty, Inc., the Owner does hereby authorize and give Berger Realty, Inc. a listing to lease this Property at the prices listed or for any other price for which the Owner may agree. 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 supplied the names of the other rental agencies where indicated.

3. **Rental Payment Collection and Disbursement.** Berger Realty, Inc. shall collect on behalf of Owner all rental payments and security deposits required (if applicable). All such funds shall be placed in Berger Realty, Inc.'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 Berger Realty, Inc. Final balances and payments in full will be mailed to the owner 14 days after receipt of payment.

4. **Commission.** Owner agrees to pay Berger Realty, Inc. the commission rate indicated on page one. All payments are to be collected by Berger Realty, Inc. and the commission shall be deducted from the final payments of rent received by Berger Realty, Inc. In the event Berger Realty, Inc. has made a payment to the Owner, which the Tenant withdraws or otherwise cancels such that Berger Realty, Inc. never receives the funds, the Owner agrees to reimburse Berger Realty, Inc. for any such funds. Berger Realty, Inc. may deduct such reimbursement from any funds of Owner held or received by Berger Realty, Inc. **Owner understands and agrees that the commission fee is solely for the purpose of securing tenants and does not include Property management services. Berger Realty, Inc. is not a property management company.** Owner is solely responsible for all Property inspections. In addition, in the event a tenant procured by Berger Realty, Inc. purchases within two years or leases the Property from the Owner in the future, the Owner agrees to pay Berger Realty, Inc. the commission rate on page one for leases 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.**

5. **Vacation Rental Damage (VRD) Plan-** All rentals include a \$50 premium that the tenant will pay to Berger Realty, Inc. for a VRD (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 \$3,000), provided such damage is disclosed/reported by the tenant to Berger Realty, Inc. prior to check-out. Should the tenant not disclose/report damages and damages are found by the owner or his contractors, owner can still report the damages to Berger Realty, Inc. within 3 days of the check-out date. **FOR ALL CLAIMS - THE OWNER MUST SUBMIT TO Berger Realty, Inc. ALL PAID RECEIPTS FOR REPAIRS/REPLACEMENTS THAT THE OWNER HAS PAID FOR. WITHOUT RECEIPTS, CSA WILL DENY THE CLAIM. ALL CLAIMS MUST BE SUBMITTED WITHIN 90 DAYS OF THE OCCURRENCE.** Reimbursement checks will be paid directly to Berger Realty, Inc. by CSA Travel Protection and Insurance Services and Berger Realty, Inc. will disburse such funds accordingly. Certain terms and conditions apply. Full details of the VRD are contained in the Certificate of Insurance or Insurance Policy, and can be found on-line at <http://www.bergerrealty.com/vrdterms>. In the event the tenant chooses to not purchase the VRD, a standard Security Deposit of \$1,500 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 that if a security deposit is charged it will be automatically refunded to the tenant fourteen (14) days after termination of the lease unless otherwise directed by the Owner to the Rental Agent. 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 7 days of the termination of the lease. In the event of any dispute, the Owner authorizes the release of the Owners address and contact information. Owner hereby authorizes Berger Realty, Inc. to release the security deposit to the tenant as set forth in this listing agreement.



**6. Non-refundable Tenant Processing Fee.** The undersigned Owner understands and agrees that Berger Realty, Inc. under this contract may charge a non-refundable tenant-processing fee to the tenant under each lease. This fee represents the efforts of Berger Realty, Inc. in processing the rental application of the tenant. The undersigned Owner understands that Berger Realty, Inc. represents only the Owner in this rental transaction and the commission to Berger Realty, Inc. 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.

**7. Owner Indemnification.** Owner hereby indemnifies Berger Realty, Inc. 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 understands and agrees that Berger Realty, Inc. and its Agents are acting as Rental Agents Only and are not property managers.

**8. Sign Authorization.** Owner hereby grants Berger Realty, Inc. 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 A violation of the Ocean City, New Jersey ordinances governing real estate signs.

**9. 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.

**10. Consumer Information Statement and Attorney General Memorandum** By signing this Listing Agreement, the Owner acknowledges receipt of the Consumer Information Statement on New Jersey Real Estate Relationships and the Memorandum of the Attorney General of New Jersey regarding the New Jersey Law against Discrimination and Federal Fair Housing Law. Berger Realty, Inc. intends, at this time, to work with you as an Owner/Landlord agent only.

**11. Reporting of Leases:** The Landlord further agrees to notify Berger Realty prior to removing any time period from the rental market. Until receipt of such notice, a lease written by Berger Realty shall take priority over a lease written by the Landlord.

**12. Online Payment Charge Backs:** In the event that a tenant cancels a rent payment made using a Credit Card known as a 'Charge Back' and the credit card company upholds the cancellation and refunds the tenant, the Landlord shall return to Berger Realty all monies received from that payment. By definition written by the New Jersey Real Estate commission, a 'Charge Back' is the re-crediting of a previously charged payment to the account of a cardholder through the electronic debiting of the account of the broker.

**13. Cancellation Policy and Procedures:** All requests by the Tenant to cancel a lease must be made in writing to Berger Realty. Cancellation requests must be faxed, emailed, or mailed directly to Berger Realty.

**13 A. Cancellation Prior to Receipt of Fully Executed Lease:** If a Tenant notifies Berger Realty of their intention to cancel a lease prior to receipt of a fully executed lease signed by the Landlord, the Landlord shall refund to Berger Realty any payment made by the Tenant (less any commission or other fees collected by Berger Realty which were not sent to the Landlord) and the reservation shall be canceled with no obligations between the parties.

**13 B. Cancellation After Receipt of Fully Executed Lease:** If a Tenant notifies Berger Realty of a need to cancel a lease after the Tenant has received a fully executed copy of the lease from the Landlord, any refund will be subject to the property re-renting at the agreed upon price. Berger Realty will attempt to re-rent the property, but the Tenant will continue to be responsible for the full amount of the rental under the terms, conditions, and payments of the lease until the property is re-rented.



**13 C. Refunds to the Tenant:** If the property re-rents at full price, the Landlord shall refund the Tenant the amount received by the Landlord (less any commission or other fees collected by Berger Realty which were not sent to the Landlord). If the property is not re-rented for full price, the difference will be due from the Tenant and/or be deducted from any payments received. Berger Realty shall refund the Tenant the proportional amount of commission received by Berger Realty based on the refund amount. No refunds shall be due until the Landlord has received payment and an executed lease for the replacement reservation. Additionally, if the Landlord decides to use the period of time from the canceled lease for his or her own use and does not actively list the week as available leading up to the check in date, the Landlord agrees to refund the Tenant in full.

**14. Surveillance Equipment.** Berger Realty recommends that all video cameras and other surveillance equipment, both inside and outside the property, be removed prior to any tenant occupying the property. Berger Realty suggests that any video cameras and other surveillance equipment at the property while unoccupied be clearly posted that the area is under video or other surveillance. Any video cameras or other surveillance equipment that is going to remain at the property during occupancy must be disclosed to tenants prior to them accepting a lease. Owner agrees to indemnify Berger Realty Inc., from any violations of State or Federal Privacy Laws, and any other civil or criminal complaint or other legal action that pertains to the use or placement of any video cameras or other surveillance equipment located at the property.

**15. Renewal.** The terms and conditions of this listing agreement will be renewed on December 31st, each year after the execution of this listing agreement, unless cancelled in writing by the Landlord or Berger Realty. The terms and conditions of this listing agreement may not be modified or altered unless by the written authorization and agreement of each party.

**16. Beach Tags.** Berger Realty does not encourage or recommend that owners provide beach tags because beach tags are often lost or misplaced by the tenants, or if they are promised, the tenants are upset when they are not in the unit. For many years we have been informing tenants that beach tags may or may not be in the property and are not guaranteed even if owners refer to supplying them. **If you are going to provide beach tags, please do so at your own risk.**

**17. Internet Access.** Owner agrees that if internet access is offered, internet access in the property means that the equipment is located in the Owner's property or individual unit. Getting a connection from a neighboring house or establishment is not considered providing internet access.

The undersigned acknowledge 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.

Owner

Date



**Please write comment/notes about your property**

(This comments will be used to market your property on the website and may be edited by Berger Realty.)

