BERGER REALTY
2027 RENTAL LISTING AGREEMENT

PROPERTY INFORMATION

KEY# _____

Address: _____ NJ, 08226 Unit/Floor: _____

Block: _____ Lot: _____ Qualifier: _____

Term of Listing: 1/1/2027 - 12/31/2027 Minimum rental Period: _____ (multiples of 7)

Other Agency (If none, Please write none): _____

May we put a sign on your property? _____ Other Agency Signs:_____

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)

Circuit breaker box location: _____

Plumber:	_____	Cleaner:	_____
Electrician:	_____	AC/Heating:	_____
Appliance Repair:	_____	Extra	_____
Weekend Emergency:	_____	Extra:	_____

TERRITORY AGENT

Agent Name: _____

Address:_____

Phone: _____

Agent Email: _____

Office Email: info@bergerrealty.com

ADDITIONAL FEATURES

Owner Pets [Y,N]	:__:	Beach Cart [Y,N]	:__:
Sheets Provided [Y,N]	:__:	Electric Vehicle Charging [Y,N]	:__:
Air Bed [Y,N]	:__:	Parking Pass [Y,N]	:__:
Cot [Y,N]	:__:	Covered Deck [Y,N]	:__:
Trundle [Y,N]	:__:	Beach Chairs [# or N]	:__:
Pyramid Bunks [Y,N]	:__:	Bikes [# or N]	:__:
Cabana [Y,N]	:__:	Beach Tags [# or N]	:__:
Bath Tub [Y,N]	:__:	Fireplace for Tenant use [Y,N]	:__:
Mattress Pads [Y,N]	:__:	Bed Pillows [Y,N]	:__:
Bedspreads [Y,N]	:__:		

AMENITIES

Instructions for 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, [B] Both

TV Service - [C] Cable, [S] Streaming Service, [B] Both, [N] If no servise

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 including garage, or [N] if no parking. Shared parking is not acceptable as a yes, please write arrangement down and we will put it in comments.

Roof Top Deck - If you mark Yes, you must **allow** access.

Keys:_____ OR Door Code:_____ Garage Code:_____

Look Box Code:_____ Other Keys:_____

WiFi Network Name: _____ WiFi Password:_____

AMENITIES

Bedrooms: _____ **Bathrooms**: _____ **Occupancy Limit**: _____

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

For Efficiency units, please put zero (0) Bedrooms

(If not available, Please write 0 for rate.)

Rental Rates

1. January 02, 2027 _____
2. January 09, 2027 _____
3. January 16, 2027 _____
4. January 23, 2027 _____
5. January 30, 2027 _____
6. February 06, 2027 _____
7. February 13, 2027 _____
8. February 20, 2027 _____
9. February 27, 2027 _____
10. March 06, 2027 _____
11. March 13, 2027 _____
12. March 20, 2027 _____
13. March 27, 2027 _____
14. April 03, 2027 _____
15. April 10, 2027 _____
16. April 17, 2027 _____
17. April 24, 2027 _____
18. May 01, 2027 _____
19. May 08, 2027 _____
20. May 15, 2027 _____
21. May 22, 2027 _____
22. May 29, 2027 _____
23. June 05, 2027 _____
24. June 12, 2027 _____
25. June 19, 2027 _____
26. June 26, 2027 _____
27. July 03, 2027 _____
28. July 10, 2027 _____
29. July 17, 2027 _____
30. July 24, 2027 _____
31. July 31, 2027 _____
32. August 07, 2027 _____
33. August 14, 2027 _____
34. August 21, 2027 _____
35. August 28, 2027 _____
36. September 04, 2027 _____
37. September 11, 2027 _____
38. September 18, 2027 _____
39. September 25, 2027 _____
40. October 02, 2027 _____
41. October 09, 2027 _____
42. October 16, 2027 _____
43. October 23, 2027 _____
44. October 30, 2027 _____
45. November 06, 2027 _____
46. November 13, 2027 _____
47. November 20, 2027 _____
48. November 27, 2027 _____
49. December 04, 2027 _____
50. December 11, 2027 _____
51. December 18, 2027 _____
52. December 25, 2027 _____
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 commision 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 commision 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 premium that the tenant will pay to Berger Realty, Inc. for a VRD (provided through Generali Global Assistance (GGA)) 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, GGA WILL DENY THE CLAIM. ALL CLAIMS MUST BE SUBMITED WITHIN 90 DAYS OF THE OCCURRANCE.** Reimbursement checks will be paid directly to Berger Realty, Inc. by GGA 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 entity 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. In the event of a local, state or federal ban on short term rentals, whereas the tenant is not legally allowed to occupy the property during the period of the time the tenant is scheduled to be in the property, the landlord agrees to refund the tenant in full for any payment received.

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.

Real estate signs on your property are important in the summer and in the off-season. Signs identify your property for rent while guests are in town, but more importantly they also identify Berger Realty as a point of contact in the event of an emergency. We would appreciate the opportunity to keep the real estate signs up year-round.

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

Bedroom Bed Configuration

Bedroom	Type of Bed(s)	Number of Bed(s)	Bathroom Adjoining (Y,N)
Main bedroom	_____	_____	_____
2nd bedroom	_____	_____	_____
3rd bedroom	_____	_____	_____
4th bedroom	_____	_____	_____
5th bedroom	_____	_____	_____
Additional bedrooms	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

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.)