

Prudential Fox & Roach Realtors

RENTAL LISTING AGREEMENT

Thank you for choosing Prudential Fox & Roach Realtors as your rental agent in Ocean City.

Please fill in all information on both sides of this form. Accurate information is necessary in order to avoid costly misunderstandings. Please complete all weekly, monthly and seasonal rates and block off any time reserved by you, other Brokers or repeat tenants.

Prudential Fox & Roach Realtors acknowledges that it collects a Non-Refundable Tenant Processing Fee (NTPF) in the amount of \$50.00 for each lease. This fee will be paid by the tenant upon the signing of the lease and will not affect the owners balance.

The experienced staff at our four Ocean City offices thank you for your confidence and look forward to a very successful summer rental season.

OWNER INFORMATION

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



IN CASE OF EMERGENCY: (Contact the following)

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

PFR Exclusive 12% _____
 CO-OP Rentals 14% _____
 Other Realtors Handling Rentals

PROPERTY INFORMATION

1. Address: _____ Unit/Floor: _____
2. Unit Telephone Number: _____ 3. Block #: _____ Lot # _____
4. Minimum Rental Period: _____
5. Security Deposit Required? \$ _____ 6. Term of Listing: **1/1/2012-12/31/2012**
7. Is phone service under Phone Restriction? _____ 8. Phone Deposit Required? \$ _____
9. Comments: _____
10. Owner authorizes permission for rent sign. (Maximum 3 per unit)
11. I would like a free market analysis to determine the sale value of my property. Yes ___ No ___

AMENITIES (Indicate Number of Each if Applicable)

Number of Bedrooms: _____	Number of Baths: _____	Occupancy limit: _____
: : Single Beds	: : Dryer	: : Parking Spaces [#__]
: : Bunk Beds [s/s] [s/d]	: : Dishwasher	: : Outside Shower [E] [O]
: : Double Beds	: : DVD Plyr [#__]	: : Elevator/Handicap
: : Queen Beds	: : Color TVs [#__]	: : Microwave
: : King Beds	: : VCR [#__]	: : Internet [W] [M]
: : Sofa Beds [D] [Q] [K]	: : Jacuzzi	: : Non Smoking Unit
: : Futon [S] [D] [Q]	: : Heat	: : Deck/Porch Furniture
: : Ceiling Fans [#__]	: : Grill [G] [C]	: : Garage
: : A/C [C] [W#__]	: : Pool	: : Pets
: : Washer	: : Phone Serv. [R] [B] [U]	: : Storage

Property Features

- | | | |
|-------------------------------|-----------------------|----------------------------|
| # Bunk Beds (s/s) _____ | Approx Yr Built _____ | Fireplace (g) (w) _____ |
| # Bunk Beds (s/d) _____ | Roof Top Deck _____ | Iron/Iron Board _____ |
| # Cots _____ | Boat Slip _____ | Wireless Internet _____ |
| Coffee Maker _____ | Garage Code _____ | Internet Passwd _____ |
| Cable [Basic] [Premium] _____ | | Internet Access Code _____ |

Continued on Other Side

Please Fill in Your Rental Rates

- Next Year Rentals (Fill In)**
1. 01/07/2012 _____
 2. 01/14/2012 _____
 3. 01/21/2012 _____
 4. 01/28/2012 _____
 5. 02/04/2012 _____
 6. 02/11/2012 _____
 7. 02/18/2012 _____
 8. 02/25/2012 _____
 9. 03/03/2012 _____
 10. 03/10/2012 _____
 11. 03/17/2012 _____
 12. 03/24/2012 _____
 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 _____
 41. 10/13/2012 _____
 42. 10/20/2012 _____
 43. 10/27/2012 _____
 44. 11/03/2012 _____
 45. 11/10/2012 _____
 46. 11/17/2012 _____
 47. 11/24/2012 _____
 48. 12/01/2012 _____
 49. 12/08/2012 _____
 50. 12/15/2012 _____
 51. 12/22/2012 _____
 52. 12/29/2012 _____
 53. 01/05/2013 _____

Long Term Rentals (Fill In)

1. Season (5/26-9/9) _____
2. 1st Half (5/26-7/28) _____
3. 2nd Half (7/28-9/8) _____
4. May (5/5-6/2) _____
5. June (6/2-6/30) _____
6. July (6/30-7/28) _____
7. August (7/28-8/25) _____
8. Sept (9/1-9/29) _____
9. Yearly _____
10. Winter _____
11. Martin L King/3 days _____
12. Presidents WE/3 days _____
13. Easter WE _____
14. Spring Block Party _____
15. Memorial WE/3 days _____
16. Labor Day WE/3 days _____
17. Indian Sum WE/3 days _____
18. Thanksgv WE/4 days _____
19. Christmas 3 days _____
20. New Years 3 days _____
21. Off Season WE/2 days _____
22. Yearly Price _____
23. _____
24. _____
25. _____
26. _____
27. _____
28. _____
29. _____
30. _____

Listing Agent _____ Location Code _____

The Lessor acknowledges that he has read all 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.

Owner Signature: _____ Date _____

OFFICE USE ONLY
 OWNER KEY: _____ LOCATION CODE: _____ DATE ENTERED: _____
 UNIT KEY: _____ UNIT TYPE CODE: _____ ENTERED BY: _____
 LEASE TYPE: AGENT: _____ Key # _____

FOR OWNER INFORMATION ONLY. PLEASE DO NOT RETURN WITH SIGNED LISTING AGREEMENT

1. Rental Listing Agreement. Owner represents that the He/She 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. 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 where indicated.
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% or 14%. 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% or 14% 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.
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. Repairs. The 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, the Rental Agent must obtain permission of the Owner. The Rental Agent will endeavor to contact the Owner and utilize the services of the Owner's designated contractors for any such work. Owner further agrees that the property has complete accommodations for sleeping (excluding linens) and dining which are adequate to handle the maximum occupancy limited stated.
10. Consumer Information Statement. By signing this Listing Agreement, the owner acknowledges receipt of the Consumer Information Statement on New Jersey Real Estate Relationships. We, as authorized representatives of Prudential Fox & Roach intend at this time to work with you as Owner/Landlords agent only.
11. 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.

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

Together, the LAD and the federal 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, gender identity or expression, marital status, civil union status, affectional or sexual orientation, familial status, actual or perceived physical or mental disability, ancestry, nationality, and domestic partner status. (Note: "Familial status" refers to families with a child or children under 18 years old and/or pregnant women. "Disability" includes persons afflicted with AIDS or HIV or perceived to be afflicted with AIDS.) The LAD also prohibits housing discrimination based on the source of lawful income or source of lawful rent or mortgage payment a tenant or purchaser uses. This means, for example, that a landlord cannot deny the lawful recipient of a Section 8 HUD voucher the right to rent and apartment because of that source of lawful rent payment on which that person relies.

The following are some of the requirements that apply to the sale or rental of real property:

1. All persons, regardless of their membership in one of the protected classes stated above or source of lawful income used for rent or mortgage payments, 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 of real property is permitted;
3. A broker or salesperson with whom you list your property must refuse the listing if you indicate any intention of discriminating on any of the aforesaid bases;
4. The broker or salesperson with whom you list your property must transmit to you every written offer he/she receives on 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 tenant who is disabled, blind, deaf or has another qualified disability;
6. A landlord may not charge a tenant with a disability an extra fee for keeping a service or guide dog; and
7. As landlord, you must permit a tenant with a disability, at that tenant's own 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 purposes, 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/her residence at the time of such rentals;
2. The rental of a room or rooms to a person or persons by the owner or occupant of a one-family dwelling occupied by him/her as his/her residence at the time of rental;
3. In the sale, lease, or rental of real property, preference given to persons of the same religion by a religious organization; and
4. The prohibition against discrimination on the basis of familial status does not apply to housing for older persons (as defined in the LAD at N.J.S.A. 10.5-5mm).

Note: The first two exceptions do not apply if the dwelling was built or substantially rebuilt with the use of public funds, or financed in whole or in 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") and the Veterans Administration ("VA"), which are most commonly used in such matters. Furthermore, discrimination in connection with some of the transactions covered by the above-described exceptions may nevertheless be prohibited under the Federal Civil Rights Act of 1866 (42 U.S.C. 1981, 1982).

Please also note that the Division takes the position that the following may also violate the LAD and/or federal civil rights housing laws:

1. The application of "minimum income" rental requirements that are not sufficiently tailored to take proper and proportional account of rent subsidies, housing vouchers, rental assistance, or other similar sources of lawful income specifically designed to alleviate some or all of a tenant's rental cost;
2. The application of inflexible or no-exception policies that effectively exclude housing opportunities for persons with conviction or arrest records, except those specifically permitted under federal law;
3. The application of inflexible or no-exception rental policies placing restrictions on the maximum number of occupants greater than those required by federal, state, and/or local laws, which may unreasonably limit or exclude housing opportunities for certain families with children; and
4. The selective inquiry about, or request for information and/or documentation of, a prospective tenant's or buyer's immigration status, based on the person's national origin, race, or any other protected status.

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 New Jersey Division on Civil Rights, Office of the Attorney General, the Department of Law and Public Safety. Under the LAD, Respondents who violate the law are subject to a penalty of up to \$10,000 for a first violation, up to \$25,000 for a second violation within the last 5 years, and up to \$50,000 for two or more violations within the last seven years. Should you require additional information or have any questions, including how to report a complaint, please review the Division's website at www.NJCivilRights.gov or contact the Division's Housing Hotline at (866) 405-3050. Please contact the Division if you would like to secure the services of a Division trainer on the subject of housing discrimination.

Sincerely yours, Paula T. Dow, Attorney General of New Jersey and Chinh Q. Le, Director