

Coldwell Banker Otton Real Estate
2688 Dune Drive, P.O. Box 325 Avalon, NJ 08202
AvalonNJ.com / (800) 355-9990
2017 RENTAL LISTING AGREEMENT

PROPERTY INFORMATION

1. Address: _____
2. Unit/Floor: _____
3. Unit Telephone Number: _____
4. Minimum Rental Period: _____ Days 5. Term of Listing: _____
6. Other Agencies (if any): _____
7. Pets Permitted? _____ Pet Rent _____

OWNER INFORMATION

1. Owner: _____
2. Make Checks Payable to: _____
2. Social Security/Federal I.D. #: _____
3. Mailing Address: _____

4. Email Address: _____
5. Phone: (H) _____ (W) _____
FAX: _____ Cell: _____

IN CASE OF EMERGENCY: (Contact the following)

1. Property Mgr/Handyman # _____
2. Appliance Repair: _____
3. Plumber: _____
4. Cleaning: _____
5. A/C Repair: _____
6. Electrician: _____
7. Pool Company: _____
8. Network ID: _____ 9. Network Password _____

Please verify your property comments from our website: AvalonNJ.com

AMENITIES The amenities shall remain as set forth below unless otherwise advised in writing by Owner.

NUMBER OF BEDROOMS: _____ NUMBER OF BATHS: _____ OCCUPANCY LIMIT: _____

- | | | |
|----------------------|-----------------------|--------------------------|
| : : Washer | : : Blankets | : : Sofa Bed [Q] [D] [S] |
| : : Dryer | : : Garage | : : Off Street Parking |
| : : Dishwasher | : : CLEANING SERVICE | : : Smoke Free |
| : : Ceiling Fans | : : Deck | : : DVD |
| : : Air Conditioning | : : Outside Furniture | : : Boat Slip |
| : : Iron/Board | : : King Beds | : : Microwave |
| : : Pool | : : Queen Beds | : : Pet Friendly |
| : : VCR | : : Double Beds | : : Outside Shower |
| : : Television | : : Twin Beds | : : Telephone |
| : : Internet | : : Bunk Beds | : : BBQ Grille [G], [C] |

Please initial Here _____

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 owner preferred 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 **Coldwell Banker Otton Real Estate**, the Owner does hereby authorize and give **Coldwell Banker Otton Real Estate** 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 supplied the names of the other rental agencies where indicated.

3. RENTAL PAYMENT COLLECTION AND DISBURSMENT. AGENT shall receive on behalf of the OWNER/LANDLORD all payments of rent and all other deposits required pursuant to the owner/landlord's directions. All such funds made payable to or received by Agent shall be placed in Agent's trust account (a non-interest bearing account) prior to disbursement.

Upon a lease being signed by TENANT and receipt of rental payments in advance, AGENT shall disburse funds to OWNER/LANDLORD, after deduction of commission as provided for in this agreement, in a timely manner: (a) Rent payments in advance shall be disbursed within 5 business days of receipt by the AGENT. (b) Any rental monies (payments) received for a rental reservation toward the following year shall not be disbursed until the month of January of the year of the rental as rents in advance, unless specifically requested by the OWNER/LANDLORD.

4. COMMISSION. Owner authorizes AGENT to execute rental contracts (leases) on the OWNER/LANDLORD'S behalf subject to the receipt of and acceptance by OWNER/LANDLORD of rent in advance. OWNER/LANDLORD agrees to pay AGENT a professional service fee according to the commission schedule herein on any rental lease secured by AGENT. All payments are to be received by AGENT and agent's fee is to be deducted from each payment as it is received. Commission schedule is 12% for exclusive listings, 14% for co-exclusive listings. OWNER/LANDLORD UNDERSTANDS AND AGREES THAT THIS FEE IS SOLEY FOR THE PURPOSE OF SECURING TENANTS AND DOES NOT INCLUDE PROPERTY MANAGEMENT SERVICES. COLDWELL BANKER OTTON REAL ESTATE DOES NOT OFFER PROPERTY MANAGEMENT SERVICES. OWNER/LANDLORD will notify AGENT prior to removing any time period from the rental market. If OWNER/LANDLORD fails to notify AGENT, leases written by AGENT take priority over a lease written by LANDLORD.

As Owner/Landlord, you have the right to individually reach an agreement on any fee, commission or other valuable consideration with any broker. No fee, commissions or other consideration has been fixed by any governmental authority or by an trade association or multiple listing service.

5. VACATION RENTAL DAMAGE PROTECTION PLAN (VRDPP)- All rentals include a \$50 premium that the tenant will pay to Coldwell Banker Otton Real Estate for a VRDPP (provided through CSA Travel Protection and Insurance Sevices) that insures the tenant for unintentional damages they may cause to your rental property during their stay(up to a maximum of \$1,500), provided such damage is disclosed/reported by the tenant to Coldwell Banker Otton Real Estate 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 Coldwell Banker Otton Real Estate within 3 days of the check-out date.

FOR ALL CLAIMS - THE OWNER MUST SUBMIT TO Coldwell Banker Otton Real Estate ALL PAID RECEIPTS FOR REPAIRS/REPLACEMENTS THAT THE OWNER HAS PAID FOR. WITHOUT RECEIPTS, CSA WILL DENY THE CLAIM. Reimbursement checks will be paid directly to Coldwell Banker Otton Real Estate by CSA Travel Protection and Insurance Sevices and Coldwell Banker Otton Real Estate will disburse such funds accordingly. Certain terms and conditions apply. Full details of the SDPP are contained in the Certificate of Insurance or Insurance Policy, and can be found on-line at www.StoneHarbor.com. In the event the tenant chooses to not purchase the VRDPP, 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.

6. NON-REFUNDABLE TENANT PROCESSING FEE. The undersigned Owner understands and agrees that Coldwell Banker Otton Real Estate under this contract may charge a non-refundable tenant-processing fee to the tenant under each lease. This fee represents the efforts of Coldwell Banker Otton Real Estate in processing the rental application of the tenant. The undersigned Owner understands that Coldwell Banker Otton Real Estate represents only the Owner in this rental transaction and the commission to Coldwell Banker Otton Real Estate 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 Coldwell Banker Otton Real Estate 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 Coldwell Banker Otton Real Estate to release the security deposit to the tenant as set forth in this listing agreement. Owner understands and agrees that Coldwell Banker Otton Real Estate and its Agents are acting as Rental Agents Only and are not property managers.

8. OWNER/LANDLORD ACKNOWLEDGEMENT OF RECEIPT. OWNER/LANDLORD acknowledges receipt of the Memorandum of the Attorney General of New Jersey regarding discrimination, the Consumer Information and Statement on New Jersey Real Estate Relationships and that they have read and received a copy of this agreement.

9. APPROVALS AND PERMITS OWNER/LANDLORD shall apply for and obtain all necessary approvals, licenses and permits required by any and all governmental agencies having jurisdiction and shall maintain all such approvals, licenses and permits in good standing. Furthermore, AGENT IS held harmless for any actions or inactions by the OWNER/LANDLORD and declines MANAGING AGENCY.

10. CLEANING Owner authorizes Coldwell Banker James C. Otton Real Estate to order emergency cleaning service for the property if necessary. Funds will be deducted from my rental check. In the event there are no rental monies, I agree to pay any bills incurred. THE OWNER AGREES TO HAVE A SPRING CLEANING PRIOR TO THE ARRIVAL OF THE FIRST TENANT. IT IS THE OWNER'S RESPONSIBILITY TO DELIVER THE PROPERTY IN A CLEAN AND SANITIZED CONDITION TO EACH INCOMING TENANT.

IF YOU DO NOT UNDERSTAND ALL OF THE TERMS OF THIS DOCUMENT SEEK COMPETENT LEGAL ADVICE BEFORE SIGNING.

Please Initial Here _____

Please Fill in Your Rental Rates

01/07/2016 _____
 01/14/2017 _____
 01/21/2017 _____
 01/28/2017 _____
 02/04/2017 _____
 02/11/2017 _____
 02/18/2017 _____
 02/25/2017 _____
 03/04/2017 _____
 03/11/2017 _____
 03/18/2017 _____
 03/25/2017 _____
 04/01/2017 _____
 04/08/2017 _____
 04/15/2017 _____
 04/22/2017 _____
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 12/09/2017 _____
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 12/23/2017 _____
 12/30/2017 _____

1. Season _____
 2. May _____
 3. June _____
 4. July _____
 5. August _____
 6. September _____
 7. Columbus Wknd _____
 8. Thanksgiving _____
 9. New Year _____
 10. Winter Rental _____
 11. Year Round Rental _____

12. _____
 13. _____
 14. _____
 15. _____
 16. _____
 17. _____
 18. _____
 19. _____
 20. _____
 21. _____
 22. _____

The undersigned acknowledge that they have read all three (3) 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.

IMPORTANT: PURSUANT TO CONTRACT LAW, WE CANNOT PROCESS ANY LISTING AGREEMENT UNLESS IT IS SIGNED.

 Owner Date

 Owner Date