

COMMISSION AGREEMENT

Initial the one that applies

EXCLUSIVE 12%\_\_\_\_\_

NON\_EXCLUSIVE 14%\_\_\_\_\_

2015 RENTAL LISTING AGREEMENT

If non-exclusive, list all other Rental Agencies:\_\_\_\_\_

PROPERTY ADDRESS:\_\_\_\_\_

FLOOR:\_\_\_\_\_UNIT:\_\_\_\_\_

OWNERS NAME:\_\_\_\_\_

MAKE CHECKS PAYABLE TO:\_\_\_\_\_

MAILING ADDRESS:\_\_\_\_\_

CITY:\_\_\_\_\_

STATE:\_\_\_\_\_ZIP:\_\_\_\_\_

EMAIL ADDRESS:\_\_\_\_\_

ID#:\_\_\_\_\_

LOCATION:\_\_\_\_\_

SS# OR TIN#:\_\_\_\_\_

HOME#:\_\_\_\_\_

CELL#:\_\_\_\_\_

WORK#:\_\_\_\_\_

OTHER #:\_\_\_\_\_

RENTAL LISTING AGREEMENT-TERMS AND CONDITIONS

1. **Rental Listing Agreement.** Owner represents that 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.** The Rental Agency shall collect on behalf of Owner all rental payments and security deposits required. All such funds shall be placed in the Rental Agency's Trust Checking Account (a non-interest bearing account) prior to disbursement. The 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 Agency.

3. **Commission.** The Owner agrees to pay the RENTAL AGENCY, BHHS FOX & ROACH a commission of 12% for an exclusive listing or 14% for a NON-exclusive listing. Please initial the one that applies at the top left hand corner of this page. All payments are to be collected by RENTAL AGENCY and the commission shall be deducted from each installment of rent received by RENTAL AGENCY. In the event the RENTAL AGENCY has made a payment to the Owner, which the Tenant withdraws or otherwise cancels such that the RENTAL AGENCY never receives the funds, the Owner agrees to reimburse the RENTAL AGENCY for any such funds. The RENTAL AGENCY may deduct such reimbursement from any funds of the Owner held or received by the RENTAL AGENCY. The 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. The 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 AGENCY a commission of 12% or 14% for the rental or 6% of 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. **Vacation Rental Damage Protection (VRDP)** - All rentals include a \$50 premium that the tenant will pay to BHHS Fox and Roach for a VRDP (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 \$1,500), provided such damage is disclosed/reported by the tenant to BHHS Fox and Roach prior to check-out. Should the tenant not disclose/report damage and damages are found by the owner or his contractors, owner can still report the damages to BHHS Fox and Roach within 3 days of the check-out date.

FOR ALL CLAIMS - THE OWNER MUST SUBMIT, to BHHS Fox and Roach, 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 BHHS Fox and Roach by CSA Travel Protection and Insurance Services and BHHS Fox and Roach will disburse such funds accordingly. Certain terms and conditions apply. Full details of the VRDP are contained in the Certificate of Insurance or Insurance Policy, and can be found on-line at www.FoxRoach.com. In the event the tenant chooses to not purchase the VRDP, 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.

5. **Security Deposit.** If applicable, the Owner understands and agrees that the security deposit may be automatically refunded three (3) 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. In the event of any dispute, the Owner authorizes the release of the Owner's address and contact information.
6. **Non-refundable Tenant Processing Fee.** The undersigned Owner understand 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 the 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.
7. **Owner Indemnification.** The Owner hereby indemnifies the Rental Agency 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. The Owner hereby authorizes the rental agent to release the security deposit to the tenant as set forth in this listing agreement. The Owner understands and agrees that the Rental Agent is acting as the Rental Agent only and is not a manager of the Property.
8. **Condition of Property.** The 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 the 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. The Owner further agrees that the property has complete accommodations for sleeping (excluding linens) and dining which are adequate to handle the maximum occupancy limit 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 BHHS Fox & Roach, intend at this time to work with you as A Landlord's Agent Only.
11. **Attorney General Memorandum.** The 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.
12. **Sign Authorization.** The Owner hereby grants the Rental Agent the authority to erect a rental sign on the Property. The Owner acknowledges that the Owner is aware of the Ocean City, NJ 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, NJ 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.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**Please provide the name & number of your preferred service reps:**

**Cleaner:** \_\_\_\_\_

\_\_\_\_\_

**Plumber:** \_\_\_\_\_

\_\_\_\_\_

**Electrician:** \_\_\_\_\_

\_\_\_\_\_

**A/C Repair:** \_\_\_\_\_

\_\_\_\_\_

**Appliance Repair:** \_\_\_\_\_

\_\_\_\_\_

**Emergency Contact:** \_\_\_\_\_

\_\_\_\_\_

**www.FoxRoach.com**



**PROPERTY INFORMATION & AMENITIES**

Property ID: \_\_\_\_\_

\_\_\_\_\_ OCCUPANCY LIMIT \_\_\_\_\_ # of BEDROOMS \_\_\_\_\_ # of FULL BATHS \_\_\_\_\_ # of HALF BATHS

DO YOU ALLOW PETS? \_\_\_\_\_ If YES: Are there any special conditions? \_\_\_\_\_ Fee\$ \_\_\_\_\_

**BEDDING** - Please provide the # of each bed size in the unit (except where otherwise indicated)

_____ # of KING BEDS	_____ # of QUEEN BEDS	_____ # of DOUBLE BEDS	_____ # of SINGLE BEDS
_____ # of QUEEN SOFABEDS	_____ # of DOUBLE SOFABEDS	_____ # of SINGLE SOFABEDS	_____ BUNK BEDS - YES or NO
_____ FUTONS	_____ TRUNDLE BEDS	_____ COTS	_____ PYRAMID BUNKS - YES or NO
_____ CRIB	_____ BABY EQUIPMENT - list what you provide		
_____ LINENS PROVIDED (YES or NO)	_____ BLANKETS	_____ 1ST FLOOR BEDROOM	
_____	_____	_____	

**KITCHEN-DINING** - Please answer YES or NO to each of the following (except where otherwise indicated)

_____ DISHWASHER	_____ MICROWAVE	_____ DISPOSAL	_____ COFFEE MAKER
_____ TOASTER	_____ TOASTER OVEN	_____ BLENDER	_____ LOBSTER/CRAB POT
_____ FOOD PROCESSOR	_____ FULL SIZE REFRIG	_____ MINI REFRIG	_____ STOVE
_____ OVEN	_____ DINING CAPACITY (give # of people that can seat in the dining area)		
_____	_____	_____	_____

**HEAT & A/C** - Please answer YES or NO to each of the following (except where otherwise indicated)

_____ GAS HEAT	_____ ELECTRIC HEAT	_____ OIL HEAT	_____ CENTRAL A/C
_____ WINDOW A/C	_____ # OF WINDOW UNITS	_____ WALL A/C	_____ # OF WALL UNITS
_____ # OF CEILING FANS	_____	_____	_____
_____	_____	_____	_____

**PHONE SERVICE/LAUNDRY/GARAGE & PARKING** - Please answer YES or NO to each of the following (except where otherwise indicated)

_____ PHONE IN UNIT	_____ LONG DISTANCE BLOCK	_____ PROVIDE UNIT TELEPHONE #
_____ WASHER	_____ DRYER	_____ IRON BOARD
_____ SHARED W/D	_____ COIN W/D	_____ # OFF STREET PARK SPACES
_____	_____	_____

**INTERNET/ELECTRONICS/ETC.** - Please answer YES or NO to each of the following (except where otherwise indicated)

_____ WIRELESS INTERNET	_____ PROVIDE INTERNET NAME	
_____ WIRED INTERNET	_____ PROVIDE INTERNET PASSWORD	
_____ # of TELEVISIONS	_____ # of DVD PLAYERS	_____ # of VCRs
_____ CABLE (N = No Cable, B=Basic, M=Mid, P=Premium)	_____ SATELLITE	_____ VACUUM
_____	_____	_____

**OUTDOOR AND MISCELLANEOUS ITEMS** - Please answer YES or NO to each of the following (except where otherwise indicated)

_____ SWIMMING POOL	_____ PRIVATE POOL	_____ ASSOCIATION POOL	_____ HEATABLE POOL
_____ POOL TABLE	_____ TENNIS FACILITIES	_____ EXERCISE ROOM	_____ WHIRLPOOL/JETTED TUB
_____ HOT TUB	_____ CHARCOAL GRILL	_____ GAS GRILL	_____ STORAGE AREA
_____ BEACHTAGS	_____ BEACH EQUIPMENT	_____ # of BICYCLES	_____ # of BOAT/DOCK SLIPS
_____ OUTSIDE SHOWER	_____ OUTSIDE SHOWER ENCL	_____ ROOFTOP DECK	_____ DECK/PORCH FURN
_____ SUN/OPEN DECK	_____ BALCONY	_____ COVERED PORCH/DECK	_____ PATIO
_____ HANDICAP ACCESS	_____ HANDICAP GRAB BARS	_____ WALK-IN SHOWER	_____ ELEVATOR
_____	_____	_____	_____

\_\_\_\_\_ ASSIGNED PARKING SPOT #

\_\_\_\_\_ GARAGE/DOOR CODES

**www.FoxRoach.com**

Please fill in the rates for 2015 below. If you would like to use the same rates just write "SAME" column

RED DATES ARE HOLIDAY WEEKS - SO PLEASE BE SURE THE RIGHT RATE IS IN FOR THE HOLIDAY.

SATURDAY TO SATURDAY WEEKLY RATES - Please indicate if you do Friday to Friday or Sunday to Sunday instead? \_\_\_\_\_

2014	2015 Check-In Dates	2015
	January 03	
	January 10	
	January 17	
	January 24	
	January 31	
	February 07	
	February 14	
	February 21	
	February 28	
	March 07	
	March 14	
	March 21	
	March 28	
	April 04	
	April 11	
	April 18	
	April 25	
	May 02	
	May 09	
	May 16	
	May 23	
	May 30	
	June 06	
	June 13	
	June 20	
	June 27	

2014	2015 Check-In Dates	2015
	July 04	
	July 11	
	July 18	
	July 25	
	August 01	
	August 08	
	August 15	
	August 22	
	August 29	
	September 05	
	September 12	
	September 19	
	September 26	
	October 03	
	October 10	
	October 17	
	October 24	
	October 31	
	November 07	
	November 14	
	November 21	
	November 28	
	December 05	
	December 12	
	December 19	
	December 26	

#### LONG TERM/SEASONAL RATES

	FULL 5/23 - 9/12	
	1st Half 5/23 - 7/25	
	2nd Half 7/25 - 9/12	

#### OFF SEASON RATE

NIGHTLY-	\$	/PER NIGHT	#	min. nights
(list your per night rate) Off season nightly rates are all put in as a 3 night minimum.				

Does your condo building/association have a minimum rental period? YES NO Min # of Days \_\_\_\_\_

OWNER SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

OWNER SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

Property ID: \_\_\_\_\_

LISTING AGENT: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

OFFICE: Berkshire Hathaway HomeServices Fox & Roach Realtors

109 34th Street

Ocean City, NJ 08226

Off: \_\_\_\_\_ Cell: \_\_\_\_\_

Fax: \_\_\_\_\_



**BERKSHIRE  
HATHAWAY**  
HomeServices

**Fox & Roach, REALTORS®**

www.FoxRoach.com



Form

**W-9**(Rev. December 2011)  
Department of the Treasury  
Internal Revenue Service**Request for Taxpayer  
Identification Number and Certification****Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	

Employer identification number								
			-					

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

*State of New Jersey*  
OFFICE OF THE ATTORNEY GENERAL  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION ON CIVIL RIGHTS  
P.O. BOX 089  
Trenton, NJ 08625-0089

JOHN J. HOFFMAN  
*Acting Attorney General*

CRAIG SASHIHARA  
*Director*

TO: Property Owners

FROM: John J. Hoffman, Acting Attorney General, State of New Jersey  
Craig Sashihara, Director, NJ Division on Civil Rights

DATE: August 2013

SUBJECT: Housing Discrimination Laws

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The New Jersey Real Estate Commission requires every licensed broker or salesperson with whom you list your property to give you a copy of this notice. The purpose is to help you comply with the New Jersey Law Against Discrimination (the "LAD") and federal laws prohibiting discrimination in the sale or rental of real property.

In New Jersey, it is illegal to discriminate against a prospective or current buyer or tenant because of 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, domestic partner status, or source of lawful income used for mortgage or rental payments. It is also illegal to place any advertisement or make any statements or utterances that express, directly or indirectly, any limitations to offer housing based on any of those characteristics.

State and federal fair housing laws apply to a wide range of activities such as advertising, selling, renting, leasing, subleasing, assigning and showing property (including open land). Here are some issues that come up frequently in enforcing the LAD:

- Discrimination based on "source of lawful income used for mortgage or rental payments," means, for example, that a landlord cannot reject a prospective tenant because he or she intends to rely on a Section 8 rental voucher, FEMA voucher issued to Superstorm Sandy victims, or other types of rent subsidy.
- A "No Pets" rule cannot be enforced to prevent a person with a disability from using a service animal such as a guide dog. A landlord may not charge a tenant with a disability an extra fee for keeping a service animal.
- Discrimination based on "familial status" prohibits discrimination against families with a child or children under 18 years old, and includes pregnant women.



- Landlords must permit a tenant with a disability, at that tenant's own expense, to make reasonable modifications to the premises if such modifications are needed to give the tenant full enjoyment of the premises.

**Penalites.** If you commit a discriminatory housing practice that violates the LAD, you may be subject to penalties not exceeding \$10,000 for a first violation, not exceeding \$25,000 for a second violation within five years of the first offense, and not exceeding \$50,000 for two or more violations within seven years.

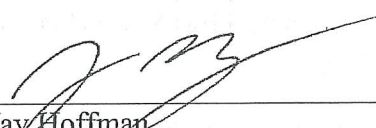
**Other remedies.** Victims of discrimination may recover economic damages related to the discrimination (such as having to pay higher rent for another unit) as well as damages for emotional distress, pain and humiliation. In more egregious cases, a victim may also recover punitive damages.

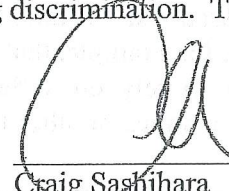
**Brokers.** The broker or salesperson with whom you list your property must transmit to you every written offer he/she receives on your property. Brokers and salespersons are licensed by the New Jersey Real Estate Commission and their activities are subject to the general real estate laws of the State and the Commission's own rules and regulations. The broker or salesperson must refuse your listing if you indicate an intent to discriminate based on any of the protected classes.

**Exemptions.** The sale or rental of property (including open land) whether for business or residential purposes, is covered by the LAD. In most cases, the following sales or rentals are exempt from the LAD<sup>1</sup>:

- Renting one apartment in a two-family dwelling if the owner lives in the other apartment.
- Renting a room or rooms in a one-family dwelling if the owner lives in the same dwelling.
- A religious organization can give preference to persons of the same religion when selling or renting real property.
- In certain types of housing designated for older persons, it is not unlawful to discriminate based on familial status.

For more information about the LAD and Fair Housing Amendments Act of 1988, or if you have other questions about discrimination in the sale or rental of real property, including how to report a complaint, please review our website [www.NJCivilRights.gov](http://www.NJCivilRights.gov) or call our Housing Hotline at (866) 405-3050. Please contact us if you would like the Division on Civil Rights to provide training on the subject of housing discrimination. Thank you.

  
John Jay Hoffman  
Acting Attorney General

  
Craig Sashihara  
Director, Division on Civil Rights

<sup>1</sup> Discrimination in connection with some of the transactions covered by these exemptions may nevertheless be prohibited under the *Federal Civil Rights Act of 1866*, 42 U.S.C. 1981, 1982.