



Vacation Rental Listing Agreement

This Vacation Rental Listing Agreement ("Agreement") governs the terms under which Long & Foster Real Estate, Inc., Vacation Rental Division ("L&F") will represent Landlord _____ in listing and reserving rentals of the property located at: address _____ unit _____, (the "Unit").

- 1. LISTING:** Landlord represents that Landlord is an Owner of the Unit and is authorized by all additional Owners to sign this Agreement. Landlord authorizes L&F to find renters for the Unit for the period and at the rates and terms specified on the Rental Property Sheet attached to this Agreement.
- 2. EFFECTIVE DATE & AUTOMATIC RENEWAL:** This Agreement shall cover the one-year period beginning on 1/1/2020 and ending 12/31/20. The Agreement will automatically renew each year unless either L&F or Landlord gives the other party ninety (90) days written notice prior to the end of any year. If the Agreement is terminated, Landlord shall be required to honor all reservations previously made by L&F where the renter has made an advance deposit.
- 3. COMMISSIONS & FEES:** Landlord agrees to pay L&F a commission on gross rental payments at the rate of 11% of the total rent paid by Tenant. Landlord agrees that the advertised rate for the Unit may include additional fee(s) payable by the Tenant to L&F for additional services and therefore, the advertised "rent" may appear to be higher than the actual rent paid to Landlord. Further, L&F may charge each Tenant a non-refundable processing fee payable to L&F on each period of Tenant occupancy.
- 4. DEPOSITS:** L&F shall require each Tenant to provide a deposit ("Deposit") to reserve the Unit. Except as prohibited by applicable law, interest earned on such Deposits shall be paid to L&F. All Deposits shall be non-refundable unless Landlord fails to comply with the terms of the Listing Agreement. L&F is authorized to refund any deposit, rent, or fee, or any portion thereof, in the event that, in L&F's discretion, the Unit is in disrepair, unfit for occupancy, or not adequately furnished. If L&F refunds a Deposit that has previously been paid to Landlord, L&F may recover that amount from Landlord or from any future funds due to Landlord.
- 5. ADVERTISING:** Landlord authorizes L&F to display the Unit and details of the Unit online including on L&F's website, affiliated web-portals and/or syndicated feeds and, to the extent available, accept on-line reservations or otherwise advertise the availability of the Unit. Landlord authorizes L&F to display "For Rent" sign on Unit where such is permitted.
- 6. AVAILABILITY:** Landlord agrees to make a good faith effort to keep Long & Foster informed in a timely manner of any changes in availability as the result of plans for owner use or cooperating broker reservations.
- 7. LANDLORD STATEMENTS:** L&F will process all invoices and pay to Landlord any Deposits or rent payments less any prior disbursements and, at L&F's option, any pro rata portion of the commissions earned by L&F by the 15th day or last day of the month after receipt by L&F of each Deposit or rental payment. Even if payment has been previously sent to Landlord, rental proceeds are not deemed earned until the occupancy period associated with such rental proceeds has occurred. L&F shall use reasonable efforts to collect all rental proceeds due for Landlord. L&F shall not be liable to Landlord for rental proceeds which cannot be collected for any reason, including, but not limited to, credit card chargebacks, bounced checks or fraud. L&F will submit a complete accounting for all receipts, taxes and disbursements. L&F shall not make any legal demands or undertake any litigation on behalf of the Landlord.
- 8. REGULATIONS:** Landlord represents that the Unit is in compliance with all local, state and federal regulations pertaining to the health and safety of occupants of the Unit, including but not limited to smoke detectors and suitable water for drinking. Landlord further agrees to promptly take all necessary steps to comply with changes in these regulations at the expense of the Landlord. L&F is not responsible for insuring that the Unit is in compliance.
- 9. COSTS & EXPENSES:** Landlord shall be responsible for paying all costs and expenses associated with the operation and maintenance of the Unit as a vacation rental. Such expenses shall include all income taxes, rental or business licenses, utilities, trash collections, pest control, hot tub and pool maintenance (if applicable), locksmiths, outside maintenance, including lawn or yard care, snow removal, property taxes, condo/HOA assessments, mortgage payments, casualty/liability insurance premiums and other costs associated with the maintenance of the Unit. L&F shall not be responsible for any late payment penalties, disconnect/reconnect fees, or other charges, incurred by Landlord.
- 10. MAINTENANCE:** L&F is authorized to spend, on Landlord's behalf, \$150.00 to make the Unit habitable, including reasonable repairs and cleaning, and to deduct said sums from rental payments. Landlord authorizes L&F to replace or repair any damaged items up to a value of \$150.00 at the Landlord's expense.
- 11. TERMINATION OF RENTAL:** Landlord is responsible for termination of any Lease Agreement in the event Tenant(s) or invitees engage in objectionable or illegal behavior, or if the Tenant(s) are in breach of the Lease Agreement.
- 12. INSPECTION:** L&F's acceptance of this Agreement is subject to satisfactory inspection of the Unit within ten (10) days from the date this Agreement is fully executed and is subject to periodic inspection of the Unit thereafter.
- 13. FURNISHINGS:** For the Unit to be rented successfully as a vacation accommodation, it must contain furnishings, including, but not limited to appropriate furniture, seating, bedding and kitchen supplies to meet occupancy needs. Landlord agrees to keep the Unit furnished in an acceptable manner.
- 14. SALE OF PROPERTY:** Landlord shall notify L&F prior to listing of the Unit for Sale. If the Unit is sold, Landlord recognizes that the Unit shall be conveyed subject to the confirmed reservations already booked and shall notify purchasers of same prior to the transfer of title to the Unit. If Tenants must be relocated as a result of the sale of the Unit, any expenses incurred in said relocation shall be the responsibility of the Landlord, along with any and all commissions due. Upon notification that the Unit is listed for sale, L&F shall provide a Sales Rental Addendum provided by L&F and Landlord shall incorporate that addendum into their sale of property listing agreement and contract(s) of sale.
- 15. INSURANCE & LIABILITY:** Landlord hereby indemnifies and holds harmless L&F and L&F's agents, directors, and/or employees from any and all claims, suits or damages of any kind arising in any way in connection with the rental of the Unit including damages to the Unit in connection with said rentals, Landlord's failure to comply with any applicable laws or regulations relating to occupant health and safety, or injury suffered by any Tenant, employee or other person unless caused by the willful conduct or gross negligence of L&F.
- 16. LOST RENTALS:** In the event the Landlord cancels any reservation for any reason, Landlord agrees to pay L&F for any commissions L&F has earned for reservations already confirmed that have to be canceled or transferred.

17. RENOVATION: Before Landlord begins a renovation of the Unit, Landlord will notify L&F of the dates that the Unit will be unavailable ("Construction Period"). Unless the renovation is to cure a dangerous condition in the Unit, the Construction Period will not occur during the Peak Season. If renovations are not completed during that Construction Period or if Landlord fails to notify L&F of the Construction Period and reservations are in place, Landlord agrees to pay any expenses L&F and the Tenant may incur due to a relocation of the Tenant.

18. MINIMUM BALANCE: Landlords are required to maintain a \$0 minimum balance or an amount equal to the average monthly costs of L&F-provided services, whichever is higher in their Landlord account. If the balance falls below the minimum requirement, any deficiency shall be withheld from the future rental payment(s).

19. NO PROPERTY MANAGEMENT AGREEMENT: Landlord agrees that L&F shall be responsible only for those duties to which L&F expressly agrees herein and for no other acts or duties, even if and when L&F may, upon occasion, perform certain duties not otherwise described or required by this Agreement. L&F is acting as a rental listing broker and has no liability to Landlord or Tenant for the performance of any term or covenant of a Lease Agreement. L&F is not responsible for any violations of any applicable codes, rules, laws and regulations respecting the Unit condition.

20. SURVEILLANCE EQUIPMENT: Unless otherwise authorized in writing by a Tenant, Landlord will remove or disable any video cameras and other surveillance equipment both inside and outside the property prior to any occupancy by a Tenant. If the Landlord operates any video cameras or other surveillance equipment while the property is unoccupied, Landlord will post notice of such surveillance in a conspicuous place. Landlord agrees to indemnify and hold L&F harmless against any loss, claim, civil action, criminal action, or regulatory action related to violations of New Jersey or federal laws related to privacy or Landlord's use or placement of surveillance equipment at the property.

21. ACKNOWLEDGEMENTS BY LANDLORD: Landlord acknowledges as follows:

- a) The Unit shall be shown and made available to all persons without regard to race, color, creed, religion, national origin, sex, familial status disability, or elderliness or any other protected class, in compliance with all applicable federal, state and local fair housing laws and regulations.
- b) A "service animal" does not constitute a "pet" under applicable law. Even if Landlord prohibits pets in a Unit, Landlord acknowledges that Landlord and L&F shall allow any Tenant to rent the Unit with a service animal. Landlord may not require an additional "pet deposit" for a Tenant with a service animal. http://www.ada.gov/service_animals_2010.htm
- c) Landlord acknowledges receipt of the Consumer Information Statement on New Jersey Real Estate Relationships and has reviewed to Landlord's satisfaction. Landlord acknowledges that Long & Foster intends to work with Landlord as a Transaction Broker.

22. ADDITIONAL PROVISIONS:

- a) This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party to this Agreement except to the extent incorporated in this Agreement. This Agreement may not be modified or changed except in writing signed by the L&F and Landlord. The rights and obligations of the parties under this Agreement shall not be assignable except with the prior written consent of the other Parties hereto.
- b) This Agreement shall inure to the benefit of the parties hereto and shall be binding upon the parties hereto and their respective heirs, successors, and assigns.
- c) This Agreement shall be construed as to both validity and performance and enforced in accordance with and governed by the laws of the state in which the Unit is located.
- d) If any provision of this Agreement shall be invalid or unenforceable to any extent, the remaining terms, conditions, and provisions of this Agreement shall not be affected thereby, and each remaining term of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law. If any provision of this Agreement is so broad as to be unenforceable, such provisions shall be interpreted to be only as broad as is enforceable.
- e) In case of default by either L&F or Landlord, the defaulting party agrees to pay all expenses, including, but not limited to, reasonable attorneys' fees, which may be incurred by the non-defaulting party in attempting to enforce its rights under this Agreement.

Landlord: _____

Landlord: _____

Date: _____

Date: _____

Printed Name: _____

Printed Name: _____

Landlord Mailing Address: _____
Address City St Zip

Email Address: _____

Security/Federal ID# _____

Name/Company _____

Home Phone: _____

Work: _____

Cell: _____

Unit Phone: _____

Long and Foster Real Estate, Inc

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Sea Isle City, NJ 08243

609-263-2267 * www.lnfseaisle.com

2020 RENTAL LISTING AGREEMENT

OWNER INFORMATION

1. Owner: _____
2. Mailing Address: _____
3. Email Address: 1. _____ Email Address 2. _____
4. Security/Federal I.D. #: _____ Name/Company: _____
5. Home Phone: _____ Work Phone: _____
Mobile Phone: _____ Unit Phone: _____
6. Preferred Contact Number: _____

PROPERTY INFORMATION

1. Address: _____ Unit/Floor: _____
2. Owner has pets on premises at any time during the year: Yes _____ No _____ If Yes, type of pet: _____
3. Would you consider selling: Yes _____ No _____

Property Specifics and Comments: _____

COOPERATING BROKERS

Laricks _____	Berkshire Hathaway _____	Farina & Boeshe _____	Freda _____
Sea Winds of SI _____	Sea Isle Realty _____	Landis Co. _____	Weichert Hoey _____
Riordan _____	Re/Max Beach Home _____	McCann & Sons _____	LNF Avalon _____

AMENITIES

OF BEDROOMS: _____ # OF BATHS: FULL _____ HALF _____ OCCUPANCY LIMIT: _____

: : GROUPS	: : # Decks	: : Blender
: : Handicap Accessible	: : # Furnished Decks	: : Keurig Coffee Maker
: : Pet Friendly	: : Fenced in Yard	: : Drip Coffee Maker
: : Smoking Allowed	: : Hot Tub	: : Dishwasher
: : Water View	: : Porch	: : Dryer
: : # Dining Seats	: : Pool	: : Ice Maker
: : Fireplace – Gas/Wood	: : Grill – Gas/Char/Elect	: : Iron
: : Elevator	: : Outside Shower	: : Ironing Board
: : Bonus Room	: : # Off-street Parking	: : Microwave
: : Internet – Wireless/Wired	: : Garage	: : Oven
: : Cable TV	: : # King Beds	: : Refrigerator
: : # TV's	: : # Queen Beds	: : Stove Top
: : # DVD's	: : # Double Beds	: : Toaster
: : #VCR's	: : # Single Beds	: : Toaster Oven
: : A/C (central/window)	: : # Bunk Beds	: : Washer
: : # Ceiling Fans	: : # Pyramid Beds	: : Garbage Disposal
: : # Beach Tags	: : # Sofa Beds (Size)	: : Vacuum
: : Boat Slip	: : # Futons	: : Lobster Pot
	: : # Trundle Beds (Size)	: : Extra Refrigerator

SECURITY CODES

Garage Code: _____ Lockbox/Door Code: _____

Wifi User: _____ WiFi Password: _____

CONTACT INFORMATION

Appliance Repair: _____ Cleaning: _____

Handyman: _____ Electrician: _____

Heat/AC: _____ Plumbing: _____

RATES AND AVAILABILITY

() Friday to Friday		() Saturday to Saturday		() Sunday to Sunday	
Week	Rate	Week	Rate	Weekends and Off-Season	Rate
5/02/2020		7/18/2020		Weekend (2 nights off season)	
5/09/2020		7/25/2020		Weekend (3 nights off season)	
5/16/2020		8/01/2020		Nightly rate off season	
5/23/2020		8/08/2020			
5/30/2020		8/15/2020		Polar Bear Weekend	
6/06/2020		8/22/2020		St Patrick's Weekend	
6/13/2020		8/29/2020		Easter Weekend	
6/20/2020		9/05/2020		Girls Weekend(s)	
6/27/2020		9/12/2020		Memorial Day Weekend	
7/04/2020		9/19/2020		Skimmer Weekend	
7/11/2020		9/26/2020		Labor Day Weekend	

Seasonal Rentals: 5/22/2020 - 9/13/2020 Rate \$ _____ Security Deposit \$ _____
 1st ½ Season: 5/22/2020 – 7/18/2020 Rate \$ _____ Security Deposit \$ _____
 2nd ½ Season: 7/18/2020 – 9/13/2020 Rate \$ _____ Security Deposit \$ _____

Utilities Included () Yes () No Tenant Pays () Electric () Gas () Cable

DAMAGE WAIVER / SECURITY DEPOSIT: Initial A or B. If no line is initialed, Damage Waiver **WILL** apply:

A. **Damage waiver is in effect for all lodging agreements on this unit.** Each tenant will be charged an accidental damage waiver (“Damage Waiver”), as an additional cost, for protection of the unit in lieu of a security deposit. The damage waiver is part of Long & Foster’s rental contract with the tenant. The damage waiver reimburses for accidental damages caused by tenants up to \$1,500.00 provided the damage to the unit is not the result of willful, wanton or grossly negligent behavior. The damage waiver does not cover damages caused by pets (See pet deposit info below). If the damages exceed \$1,500.00 or are the result of willful, wanton, gross negligent behavior or caused by tenants’ pets, the damage waiver program shall not apply and Long & Foster will notify the tenant of their duty to reimburse any loss incurred by the Landlord. In no event shall Long & Foster be liable for damages caused by tenant or their, tenants, invitees, visitors or any other person or animals provided with access to the Unit by the tenant.

B. Landlord requires a security deposit in the amount of \$ _____ and **does not consent to the Damage Waiver.** Landlord requires that each tenant deposit a security deposit in lieu of the damage waiver. Unless contrary to applicable law, any interest earned on said security deposit shall be the sole property of Long & Foster. Landlord understands and acknowledges that the security deposit may be automatically refunded to the tenant thirty (30) days after termination of the lodging agreement unless otherwise directed by landlord in writing. Landlord shall be solely responsible for monitoring the condition of the property and advising Long & Foster, in writing, as to the disposition of the Security Deposit within said thirty (30) day time period. Long & Foster, will attempt, but is not obligated, to report any visible damage to the unit. If any deposit is to be retained, Long & Foster must have received a statement in writing as to the reason for the landlord withholding money within seven (7) calendar days of tenant checkout. Landlord understands that this explanation will be forwarded to the tenant. Landlord will also provide copies of all invoices and photographs pertaining to the withheld security deposit to Long & Foster within fourteen (14) days of the tenant checkout. Landlord understands that these invoices will also be forwarded to the tenant.

Pet Deposit: Check A, B or C. If no line is checked, pets will not be allowed.

- A. No pets are allowed.
- B. Pet deposit in the amount of \$ _____ is required for any allowed pet.
- C. Pet deposit in the amount of \$ _____ plus additional rent in the amount of \$ _____.

I certify that (a) All information shown in this rate summary sheet is correct and that my property is equipped with all the amenities as described. (b) All rental licenses required by city, county or local governments have been obtained and will be provided to Long & Foster as requested. (c) All mechanical systems for the unit are in good working order and have been property maintained. (d) Landlord has in place adequate liability, property and casualty insurance and will provide proof of such insurance to Long & Foster upon request.

Landlord

Date

Landlord

Date