



RENTAL LISTING AGREEMENT 2016 CHRIS LIST

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PLEASE FILL OUT THIS FORM COMPLETELY. FAILURE TO DO SO MAY RESULT IN MISREPRESENTATION.
hch Sotheby's International Realty CANNOT BE HELD RESPONSIBLE FOR INCOMPLETE RENTAL AUTHORIZATIONS.

In consideration of listing the following described property with **hch Sotheby's International Realty** hereinafter may be referred to as **us, we or our**, and of our efforts to procure tenants for the same, the undersigned hereinafter designated as the Owner, hereby grants to us the right to rent the said property at the prices and on the terms and conditions herein provided, and for the periods set forth. The Owner retains the right to rent this property for any particular period with no commission due provided the tenant was not introduced to the property or to the Owner by us and we have not already leased the property on the Owner's behalf.

NAME (If joint names, list first and circle the name of the person or entity to whom the checks are to be drawn, this name will correspond to the identification number given.) I/Owner declare to the best of my knowledge and belief, the name, address, and taxpayer identification number that I have furnished correctly identify me as the Owner(s) of this property. The IRS requires that you completely fill out and sign the enclosed W9.

Property Address _____ Unit#/ Floor# _____

Name of Owners _____ Primary Phone _____

Business Name _____ B. Phone _____ Cell Phone _____

Address _____ Shore Phone _____

City/State/Zip _____ E-mail _____

Social Security # (Individuals/Sole Proprietors) . _____ TIN/EIN# _____

Please check appropriate box: Individual Sole Proprietor Corp. LLC Partnership Other _____

The following real estate offices also have this listing: Owner must notify us of any agencies that may be added, and must notify each agency listed of any changes and/or rentals made by the Owner.

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- The Owner authorizes us, and/or our duly licensed agents to execute and sign leases in Owner's behalf. Owner has received a copy of the form entitled "Seasonal Lease", and Owner authorizes the use of this form of lease, and agrees to the terms and conditions of this lease. Owner also hereby agrees to lease the property during the periods and prices set forth herein. Owner expressly represents that he has reviewed the description of the property including the Rental Inventory, and that the description is true, correct, and complete.
 - The Owner may reserve the use of the property for the Owner's own use by placing the word "Owner" in any particular rental period(s) indicated below. All other rental periods will be assumed to be available for rent. The Owner agrees to notify us, in writing, prior to making any rentals or changes to the rental dates. If the Owner does not notify us of changes and rentals made by the Owner and if we rent the property after it has been rented or changed by the Owner, without the Owner giving written notice to us; our rental will take precedence. Any rental made by us shall have priority over any rental made by the Owner for the same time. It will not be our responsibility to notify other agencies listed on the RLA about Owner or other agency rentals. Owner agrees to allow us to reserve, and take the property off of the rental market subject to the following conditions: If there was a RLA in place for the prior season the property can be reserved and taken off the rental market without the new season's RLA, Lease or Money for the current upcoming season. Once a current season RLA is received and it is processed by us, the property can be reserved and come off of the rental market without signed lease and money with the stipulation that a signed lease and deposit will be returned to us within 20 days of mailing of the lease to the prospective tenant. From May 1, 2016 on, we agree not to take the property off of the rental market without Lease and Deposit, unless the Owner agrees to allow the property to be removed from the rental market. A verbal direction by the Owner by telephone or in person will be acceptable, as well as written authorization. We strongly suggest that Owners follow this procedure with other agencies that also have a rental authorization for this property.
 - Should the Owner rent the property without following this agreed to procedure, a "double lease" may result if the Owner and we rent to separate tenants for the same rental period. Should this occur the Owner hereby indemnifies and holds us harmless for any costs, including reasonable attorney's fees, resulting from any claim or suit arising out of such "double lease".

OWNER _____

PROPERTY ADDRESS _____

4. The Owner warrants they will carry sufficient insurance, including, but not limited to, Public Liability Insurance to protect the parties hereto. The owner will defend and indemnify hch Sotheby's International Realty if a lawsuit is brought by any person for injuries that arise from the condition of the property.
5. We shall collect on behalf of the Owner all rental payments and security deposits which are to be made payable to hch Sotheby's International Realty rental escrow account and to be held in this non interest bearing account. Any other deposits are to be forwarded directly to the Owner and shall be the Owners sole responsibility to manage these deposits. The Owner agrees to pay us as follows; (a) a professional service fee equal to 12 % of the gross rental amount, which amount the Owner expressly authorizes us to deduct from the initial advance rental payments before forwarding the balance due to the Owner. If there is cancellation, we retain the entire service fee based on the total gross rent; (b) A commission of 12 % on any future rental and/or a commission of 6 %, on any future sale made by the Owner to any tenant placed by us. This provision (b) shall be effective as to any contract or lease entered into within 18 months of the termination of this Rental Listing Agreement. As seller you have the right to individually reach an agreement of 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.
6. Upon a lease being fully ratified by the Tenant and the Owner or the Owner's Agent (us) all rental monies or payments received by the broker shall be disbursed to the Owner, by regular mail, after deduction of commission as provided for elsewhere in this agreement. All rental monies are to be deposited within three business days of receipt by us. A. Disbursements shall be made by regular mail within 10 business days from date of deposit by hch Sotheby's International Realty. B. Any payments received prior to December 31 of the previous rental year for a rental reservation for the following year will be held in our non interest bearing rental escrow account and not disbursed until January 15th of the year of the rental unless specifically requested by the Owner. PLEASE INITIAL HERE IF YOU WISH MONIES TO BE DISBURSED WITHIN 10 BUSINESS DAYS OF DEPOSIT BY US, RATHER THAN DEFERRING THEM TO THE FOLLOWING YEAR _____.
7. The Owner authorizes us to have emergency repairs, maintenance and/or cleaning done on behalf of the Owner. The Owner authorizes us to deduct such costs from rental monies due to the Owner or the Owner will reimburse us upon receipt of invoice for such costs. We will attempt to contact the Owner by telephone before ordering such work.
8. Duties of Escrow Agent: It is agreed that our duties as an escrow agent for the security deposit are only such as herein specifically provided, being purely administrative in nature, and we shall incur no liability whatsoever except for willful misconduct or gross negligence so long as we have acted in good faith with respect to its disposition of the security deposit. We are an independent escrow agent and do not represent either the Owner or Tenant with respect to our duties and obligations as escrow agent for the security deposit. Owner and Tenant, for the Lease hereby indemnify, release and hold us harmless from any act done or omitted to be done by us in good faith performance of our duties as an escrow agent. Owner and Tenant, for the Lease agree to pay all costs, damages, judgments and expenses, including reasonable attorney's fees suffered and incurred by us in connection with or arising out of our acting as escrow agent hereunder. It is specifically understood and agreed that we are acting in the capacity of escrow agent is an accommodation to both parties. Upon the deposit of the security deposit with a court of competent jurisdiction in the event of a dispute we shall deduct our costs and shall be relieved of all further obligations and responsibilities to Owner and Tenant with respect to the security deposit. The Owner authorizes us to hold all security deposits paid by the tenants. If an Owner designates someone to represent the Owner regarding security inspections and requests to hold security, the Owner must notify us, in writing, as to who the representative might be. Owner or their designated representative shall inspect the property as soon after checkout as possible and before the next tenancy. Owner shall have 72 hrs after expiration of this lease to advise us, in writing, of any damage. If the Owner fails to notify us to hold security, in writing, within that 72 hr period we will refund the entire security deposit to the Tenant. If the Owner instructs us to hold all or part of the security deposit, in writing, within that 72 hr period we will continue to hold the entire security deposit and will not release any portion thereof until the Owner and Tenant reach an agreement. When such an agreement is reached both the Tenant and Owner will notify us as to the agreement and its terms, in writing, as to the agreed settlement and stating exactly how the security deposit should be paid. Owner agrees that we are not responsible for the results of the inspection or for failure to return the security deposit to the Tenants pursuant to the above, provided we have acted in good faith. If we or our agents and/or employees inspect the property at the end of the lease, Owner agrees to be bound by our inspection report as to the condition of the property. Owner (and Tenant, for the Lease) hereby indemnify, release and hold us harmless from and agree to pay all costs, damages, judgments and expenses, including reasonable attorney's fees suffered and incurred by us in connection with or arising out of our inspection of the property after termination of the Lease and/or failure to return the security deposit to the Tenant within 30 days pursuant to NJSA 46:8"21.1 due to our failure to receive the necessary agreement between Owner and Tenant as to how the security deposit is to be applied, or due to our exercising it's rights hereunder to deposit the security deposit in court and seek court approval as to the disposition of the security deposit, provided we have acted in good faith. If Owner and Tenant can not agree, we may seek Court approval for distribution of funds and deduct the costs of seeking such approval from the security deposit. Security deposit will be mailed to the Tenant by us within ten days after a satisfactory inspection. Security deposits for leases with a term under 125 days will be held in our non interest bearing escrow account. This paragraph shall survive termination of the Lease.
9. Owner represents that he/she has or will obtain, prior to occupancy by tenant, any and all inspections and/or certifications/permits that are required by any governmental authority for renting subject premises. Owner acknowledges that the sole responsibility for securing such inspections and/or certifications and/or permits is that of the Owner of the property and we have no responsibility to secure such items, nor are we to be held liable for the failure of the Owner of the property to comply. We shall not assume any responsibility or be

OWNER _____ PROPERTY ADDRESS _____

held liable for non-compliance. Owner agrees to have safety equipment as required by state law and local codes, included but not limited to, smoke detectors, carbon monoxide detectors, fire extinguishers etc. installed and in working order.

10. Should this property be sold all executed leases are to go with the property without amendment, and are not a negotiable item in regard to the sale. Any executed leases under this agreement must be disclosed to the Buyer. The Buyer must agree to honor such leases or you will be subject to damages and attorney's fees if we are unable to deliver this tenancy.

11. The listing of this property with us does not obligate us in any way to be responsible for damage or theft caused by the tenants placed by us. We disclaim all liability for damages, theft, or unpaid utility accounts caused by tenants placed under the terms of this agreement.

12. Cancellations: As per the terms of the lease if the property is re-rented the Owner agrees to refund the Tenant the rental money received. If the Owner chooses to occupy or reserve the property for the Owner and remove it from the rental market for the cancelled Lease period the Owner must make refund to the tenant. We will not be held responsible for any uncollected funds that may be due on a cancelled lease. The Owner acknowledges that paragraph #1 of the lease agreement's intent is to try and have all funds paid prior to check in. Many tenants have expressed discomfort with this policy. Rather than lose excellent tenants, we and the Owner acknowledge that exceptions may be made on a case by case basis at the discretion of us as the Owner's agent, with final payments made in secured funds at check in.

13. Check in time is usually 2 PM with check out time at 11AM. This is the standard time reflected on the lease. If the times are changed they can be no later than 3 PM or earlier than 2 PM for check in. Check out time can be no earlier than 10AM nor later than 11AM.

14. We will not service any Owner Rentals or Rentals generated by other agencies. We will not be responsible for giving out keys for Owner Rentals or other Agency Rentals.

15. We will not arrange for utility services i.e. internet, telephone, telephone blocks or releases, cable, HBO, etc. If these services are to be provided it will be the sole responsibility of the Owner. Utilities are the responsibility of the Owner.

16. The Owner must provide access to the Tenant to utilities that may need repair or attention, including but not limited to, Electric Service Panels, Air Conditioning Units. Gas Water and Sewer shut offs etc.

17. The Owner(s) of this property is currently licensed as a real estate agent YES NO

18. The Owner authorizes information on this property including but not limited to exterior and interior photographs to be posted on the Internet which may include the website of the Broker or a Multiple Listing Service to which the Broker belongs. or the website of another party to which the Broker or such an MLS submits information on listings.

19. Jurisdiction: Owner hereby agrees to exclusive jurisdiction of the courts of the Superior Court of New Jersey, Ocean County only, for the purposes of any suit, action or other proceeding arising out of this Agreement in which we are named as a party and hereby waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding that such action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court. Owner and Tenant agree that their submission to jurisdiction in the Superior Court of New Jersey in Ocean County is made for the express benefit of all parties and us.

20. Inventory: Owner shall notify us in writing prior to the addition or deletion of any of the amenities listed in the rental inventory. This notice shall be sent to us prior to the addition or deletion of amenities. The Owner agrees to hold us harmless in the event amenities are deleted or added after a lease or leases are entered into, but before occupancy by the tenant under the terms of such existing leases and the tenant files a complaint or seeks relief of such addition or deletion.

21. The Owner acknowledges receipt of the Owner letter, a copy of the form of lease, a copy of the New Jersey Law Against Discrimination Memo, and the W9 form that are all included in the rental listing package for 2016.

THE RENTAL PERIOD CAN NOT BE LESS THAN ONE WEEK AT A MINIMUM RATE OF \$700.00 PER WEEK. RENTAL SEASON IS FROM APRIL 30, 2016 TO OCTOBER 29, 2016.

Please enter the rates for each week.



MAY 2016		JUNE 2016		JULY 2016	
30-7	O.S.	28-4	O.S.	2-9	
7-14	O.S.	4-11	O.S.	9-16	
14-21	O.S.	11-18	O.S.	16-23	
21-28	O.S.	18-25		23-30	
		25-2			
AUGUST 2016		SEPTEMBER 2016		OCTOBER 2016	
30-6		3-10		1-8	O.S.
6-13		10-17	O.S.	8-15	O.S.
13-20		17-24	O.S.	15-22	O.S.
20-27		24-1	O.S.	22-29	O.S.
27-3					

OWNER _____ PROPERTY ADDRESS _____

RENTAL INVENTORY PLEASE NOTE THAT hch Sotheby's International Realty DOES NOT ACT AS A PROPERTY MANAGER.

PLEASE ENTER THE BED SIZES AND #'s IN EACH BEDROOM (AND OTHER AREAS IF APPLICABLE) ON EACH FLOOR OR AREA
FLOOR OR AREA I. **FLOOR OR AREA II.**

BED#	DESCRIPTION AND NUMBER OF BEDS	BED#	DESCRIPTION AND NUMBER OF BEDS		
1		1			
2		2			
3		3			
4		4			
5		5			
6		6			
OTH		OTH			
TOTAL BEDRMS	FULL BATHS	1/2 BATHS	TOTAL BEDRMS	FULL BATHS	1/2 BATHS
DECK OPEN	DECK SCREEN		DECK OPEN	DECK SCREEN	

BAY ACCESS	WHERE	OCEAN ACCESS	WHERE
DOCK	WHERE	BOAT SLIP	WHERE

LOCATION OF SERVICE EQUIPMENT

HVAC UNITS &CONTROLS	
ELEC SERVICE PANELS	
POOL/HOT TUB CONTROLS	
WATER SHUT OFF	
GAS SHUT OFF	
SEWER CLEANOUT	
OTHER	

PLEASE ENTER Y FOR THOSE ITEMS INCLUDED IN THE INVENTORY N FOR NO - IN SOME CASES THE # OF UNITS IS REQUESTED

HEAT TYPE	TELEPHONE	TRASH CANS #	COFFEE POT
AIR CONDITIONING	LAND LINE	HOUSE # ON CANS	PERCOLATOR
CENTRAL	BLOCK	RECYCLE CANS #	ELECTRIC
SANYO TYPE #	DIRECTORY	PAPER STREAM #	COFFEE MAKER
WALL UNITS #	INTERNET Y or N	OUTSIDE SHOWER	MISC.
WINDOW UNITS #	COMCAST	MAILBOX	BAKING DISHES
FANS	VERIZON	FURNITURE	BLANKETS
CEILING#	SATELLITE	OUTDOOR TABLE	BOTTLE OPENER
FLOOR#	WIFI	PICNIC TABLE	CAN OPENER
ELEVATOR	OTHER	UMBRELLA	CLOCK
WASHER	INSTRUCTIONS/PASSWD	BEACH UMBRELLA	COLANDER
DRYER	PETS Y OR N	SAND CHAIRS	COOKIE SHEET
DISHWASHER	DOGS	CHAISES	COOKING FORK
MICROWAVE	CATS	DECK CHAIRS	COOKING SPOONS
REFRIGERATOR	OTHER	EMERGENCY EQUIP	CORKSCREW
STOVE AND OVEN	PET FREE HOME YOR N	REQUIRED EQUIP *	CUTLERY SET
TOASTER	SMOKING Y OR N	SMOKE DETECTORS *	CUTTING BOARD
TOASTER OVEN	SMOKE FREE Y OR N	CO DETECTORS*	DISHES
BLENDER	CLEANING SUPPLIES	FIRE EXTINGUISHER*	FLY SWATTER
COLOR TELEVISION	CLEANING CLOTHS	LL TELEPHONE *	GLASSES
CABLE	BUCKET	FIRST AID KIT	IRON
SATELLITE	BROOM	FLASHLIGHTS	IRONING BOARD
DVD	DUSTPAN	BATTERIES	IRONING PAD
VCR	SPONGES	EMERGENCY LIGHTS	IRONING COVER
HBO	MOP	OIL LAMPS	JUICE PITCHER
OTHER	WASTE BASKETS	LAMP OIL	MATCHES
GRILL	VACUUM	BATTERY RADIO	MEASURING CUP
GAS	VACUUM BAGS	TOOLS	MIXING BOWLS
CHARCOAL	VACUUM BELTS	TOOLBOX W/TOOLS	PLACEMATS
OTHER	OPERATING MANUALS	PLUNGER	PILLOWS
BUTANE LIGHTER	APPLIANCES	POTS AND PANS	SPATULA
GRILLING UTENSILS	INTERNET/PASSWORD	CLAM /PASTA POT	RFRIG. CONTAINERS
PARKING	HOUSEHOLD	LOBSTER POT	SCISSORS
LL PERMIT	POOL	POT HOLDERS	SILVERWARE
OFF ROAD # CARS	HEATED		SALAD BOWL SET
	SPA		SALT&PEP SHAKERS
	HOT TUB		SERVING TRAY

OWNER _____ PROPERTY ADDRESS _____

MINIMUM RENTAL PERIOD (IN SEASON) _____ MINIMUM RENTAL PERIOD (OFF SEASON) _____
THE RENTAL PERIOD CAN NOT BE LESS THAN ONE WEEK AT A MINIMUM RATE OF \$700.00 PER WEEK.

WILL YOU PERMIT GAP RENTAL WEEKS? YES NO WILL YOU PERMIT PETS? YES NO

DO YOU ALLOW ANY KIND OF PETS IN THE RESIDENCE DURING ANY PERIOD OF THE YEAR? YES NO

PET DEPOSIT \$ _____ PET FEE \$ _____ THIS IS A PET FREE HOME? YES NO

IS SMOKING PERMITTED DURING THE TENANCY? YES NO THIS IS A SMOKE FREE HOME? YES NO

IS SMOKING PERMITTED IN THE HOME AT ANY TIME? YES NO

GARAGE _____ STORAGE _____

MAX # OF PERSONS (INCLUDING CHILDREN) _____ MAX # OF OCCASIONAL GUESTS (INCLUDING CHILDREN) _____

SECURITY DEPOSIT \$ _____

TELEPHONE: PHONE DEPOSIT \$ _____ RENTAL PHONE# _____ BLOCK _____

OWNER MUST PROVIDE STANDARD LOCAL PHONE SERVICE AND ONE TELEPHONE. EMERGENCY MANAGEMENT NOTIFIES RESIDENTS FOR EVACUATION, WEATHER ALERTS, DANGEROUS OCEAN CONDITIONS ETC. THROUGH LAND LINE TELEPHONES.

KEY # _____ KEYS TO BE FURNISHED _____ ARE YOU INTERESTED IN SELLING YOUR PROPERTY YES _____ NO _____

SPECIAL INFORMATION _____

NAME OF PLUMBER, ELECTRICIAN, CARETAKER, CLEANING SERVICE ETC, that the Owner wishes us to call in case of emergency.

PLEASE NUMBER YOUR HOUSE FOR EASY POLICE, FIRE, EMERGENCY AND TENANT INFORMATION

PLEASE PROVIDE A GENERAL INFORMATION SIGN TO INCLUDE: TRASH COLLECTION DAYS AND INSTRUCTIONS. POLICE DEPT. PHONE #, FIRST AID SQUAD PHONE #, FIRE DEPT. PHONE #. CLOSE WINDOWS AND AWNINGS WHEN LEAVING HOUSE AND ANY OTHER INSTRUCTIONS YOU HAVE FOR YOUR TENANT. PLEASE LEAVE INSTRUCTIONS, USER MANUALS AND PASSWORDS.

OTHER REMARKS:

PLEASE DO NOT USE EMAIL OR FAXES AS THE PRIMARY CONDUIT FOR REPORTING AVAILABILITY OR CHANGES TO YOUR PROPERTY: THEY ARE FINE FOR WRITTEN BACKUP. PLEASE TELEPHONE US. WE ARE OPEN 9-5 SEVEN DAYS A WEEK AND THE TELEPHONE CALL IS THE MOST EXPEDIENT AND EFFECTIVE AVENUE TO HAVE YOUR PROPERTY UPDATED IN OUR SHARED BOOKING AVAILABILITY MLS TYPE SYSTEMS AND PROPRIETARY IN HOUSE SYSTEMS IN A TIMELY MANNER.

PLEASE NOTE THAT hch Sotheby's International Realty DOES NOT ACT AS A PROPERTY MANAGER

LEGAL SIGNATURE OF OWNER  _____ DATE _____ Accepted by  _____

Signature indicates that under penalties of perjury, by signing above I/Owner declare to the best of my knowledge and belief, the name, address, and taxpayer identification number that I have furnished correctly identify me as the Owner(s) of this property. My signature indicates items included in this agreement will be available in the property and I as the Owner agree to the terms of the Rental Listing Agreement and I/owner agree to replace any items that need replacement due to breakage or normal wear and tear.

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