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Dear Landlord, 2012

hch Sotheby's International Realty is making a concentrated effort to keep up with technology. The Internet has changed the "face" of doing business, especially in the communication and transmitting of documents.

You may have recently received our standard RLA package for 2012 by regular mail.

If you have already filled that out and returned it to us, Thank You. That is fine.

The RLA and W9 have been configured into a "Fillable Form" that you can fill in on your computer.

You can then print out the completed RLA and W9 forms.

You have the option of mailing the completed forms to us or scanning them and E Mailing them.

We hope that this method makes the completion of the forms less cumbersome for you.

If you are E Mailing the forms to us please use the following E Mail address. info@hchsir.com If you have the hch Sotheby's International Realty's salesperson's E Mail, that has been assigned your property, please cc them.

You also have the option of filling out the forms included with this package manually and mailing them to us.

When we receive your completed RLA it will be processed and ratified by a salesperson. A copy will be sent to you by E Mail or Regular Mail.

We look forward to receiving your Rental Listing Agreement

Thank You

hch Sotheby's International Realty

email

hch

RENTAL LISTING AGREEMENT PACKAGE FOR 2012 SEASON



Dear Friends: As we wind down another busy rental season, we look forward to the summer of 2012. Because we all like to have the rental process, from initial reservation to check out, run as smoothly, profitably and safely as possible, we are continuously fine tuning our procedures and agreements.

THE TEXT AND REQUIREMENTS WILL STAND AS WRITTEN, WITH NO CHANGES.

The RLA and lease have been extensively reviewed by Counsel and Insurance Underwriters. *Please make special note of paragraph 4 regarding insurance coverage*.

OWNER SHOULD PROVIDE STANDARD LOCAL PHONE SERVICE AND 1 TELEPHONE. (It was brought to our attention that not having a working land line telephone poses the potential liability of not providing reasonable time responsive access to emergency 911)

IT IS IMPERATIVE THAT YOU REPORT AVAILABILTY, RATE, AND ANY OTHER CHANGES TO US. REPORTING THESE CHANGES TO ONE AGENCY ON THE CHRIS SYSTEM DOES NOT PROPERLY TRANSFER THE INFORMATION TO ALL THE AGENCIES SERVICING YOUR PROPERTY. YOU MUST NOTIFY US OF THESE CHANGES. PLEASE DO NOT USE EMAIL OR FAXES AS THE PRIMARY CONDUIT FOR REPORTING AVAILABILITY OR CHANGES TO YOUR PROPERTY. THEY ARE FINE FOR WRITTEN BACK UP. PLEASE TELEPHONE US. WE ARE OPEN 9-5 SEVEN DAYS A WEEK AND THE TELEPHONE CALL IS THE MOST EXPEDIENT AVENUE TO GET YOUR PROPERTY UPDATED. AVAILABILITY REPORTING IS VERY TIME SENSITIVE. Please also note that the internet based MLS type rental systems can be changed by anyone and does not always accurately describe your property. This is beyond our control.

Check in Check out Time: Usually 11AM Check out no sooner than 10 AM Check out. Check in Time 2 PM no later than 3 PM. (see para 16 of RLA)

RLA THE TEXT AND REQUIREMENTS WILL STAND AS WRITTEN, WITH NO CHANGES.

Smoking and Pets There are lines regarding smoking and pets permitted in the home during tenancy and during the period when you, family, friends, owner rentals etc use the home. Many of our tenants assume that if No Pets or No Smoking is a stipulation of the lease the home is "Pet Free" or "Smoke Free". Please speak with your agent should you have any questions, note Par 27 of the lease.

Reservations and Bookings: Last minute reductions of rates in 2011 by many landlords were well noted by the tenant base. We expect that there may be more last minute rentals in 2012 hoping for the reduction that they saw in 2011. You should also note that we do promote LBI Seasonal Rentals in many venues to generate more tenants. Do the other agencies you work with do this?

Data Entry. It is imperative that you personally enter the data into the RLA, Inventory and W9. Please fill them in accurately, legibly and completely. Each year the information you provide us with may be different than the year before. We can not fill in the inventory using previous year's inventories.

Tax Information. When filling in the tax information keep in mind that the tax identification number must match the entity/legal owner to whom the checks are drawn. This is not our policy, but is a policy strictly enforced by the IRS. We need a W9 completed for each rental year and the 1099 information is based on Gross Rents with the commission taken by you as an expense. Please note the statement line underneath the Legal Signature of the Owner on the bottom of page 3 of the RLA.

Inventory. The RLA and Inventory are combined as a legal document. Tenants are demanding that amenities described in the inventory be functional and in place. If an inventory is not completed accurately we have had situations where it costs both **us**, and you, the landlord, money. The best solution is for you to carefully fill in the inventory accurately and completely.

AC. When you fill in the inventory please designate the type and number of air conditioners the property has. "Sanyo Type" has been added <u>THESE UNITS ARE NOT CENTRAL AIR</u>. The AC should be serviced and tested each season.

Trash pickup. We suggest that you provide twice the amount of trash and recycling receptacles, than normal. Please mark the recycling containers properly. Post the trash regulations and schedules in the house. We do provide them in the rental packet as well. We also explain that the trash has to go out the night before pickup. We suggest that any displeasure you may have with the trash pickup and regulations be addressed with town officials. Leave recycling instructions. Label the cans properly. Munincipalities **are not** picking up improperly marked containers for recycling, cardboard and paper streaming. You must have extra properly marked containers. Summonses and fines have been issued.

Leasing Agent. You will note that there is a statement that we <u>do not</u> act in the capacity of a "property manager". We are a leasing agent that acts as a conduit to you, the landlord, when problems arise.

Cleaning. Most of the Tenants have had a long, slow, tiring trip to the shore. Most are on edge and even the smallest of problems seem to escalate into major ones. A house that has been cleaned properly, fully ready for occupancy, with a pleasing presentation is the best solution. We suggest that you engage a reputable cleaning service to properly clean between changeovers. This service can also inspect the house for any damage that may have occurred during the previous tenants stay. Instruct them to immediately notify us of any problems before they start to clean so that we may add back up, on site observations of your claim. We must have the name and telephone number of this person or company. PROPER CLEANING OF PROPERTIES HAS BECOME A HUGE PROBLEM. SOME CLEANING SERVICES ARE NOT DOING THE JOB PROPERLY. Please instruct your cleaning service on what you expect from them. Many tenants leave the properties in excellent condition. When a cleaning crew may have to empty the refrigerator or take some garbage to the street, clean some sand out of the tub etc. they look for extra compensation. We strongly suggest that you monitor your cleaning crews closely for the amount of time they spend on each change over cleaning. A quick walk thru by a cleaning service does not warrant the compensation that you are giving them. Ask your service how many man hours they allot to your property for a change over cleaning. As each change over occurs and a proper changeover cleaning is not performed the property condition deteriorates. We strongly suggest that a mid summer substantial cleaning be done. Please provide your cleaning service with a key. They spend valuable time picking up keys on change over days. We also recommend that you personally or perhaps a friend or neighbor spot check your cleaning services. Please do not demand a cleaning deposit or other fees. It causes unnecessary problems. Speak with your hch Sotheby's International Realty representative. This past summer some of the cleaning crews were arriving much too early to clean. The tenant has a lease stating the check out time. Cleaning services do not have the right to enter the property until after check out time.

Repairs. Please be sure to provide us with the names of Handymen, Electrician, AC Repair, Appliance Repair, Plumbers etc. that you feel comfortable in using. We will try to engage them whenever possible. If an emergency arises we will get the first available person. If you are going to be unavailable please designate someone who can make decisions for you regarding repairs. We will need the name and telephone number of this person. Access to Electrical panels, hvac, gas, water, sewer etc must be readily accessible to the tenant in emergency situations.

Beach Badges. We have decided to state that they are not included on the lease. Parking passes for Loveladies have also become an issue. If you are providing these items please state in the Special Information section the number of Beach Badges supplied, and if Parking permit is supplied. If not please state No Beach Badges, No Parking Pass.

WE STRONGLY RECOMMEND THAT YOU PROVIDE BEACH BADGES AND PARKING PASSES

SECURITY DEPOSITS: PLEASE READ THE PARAGRAPH IN THE RLA AND LEASE REGARDING SECURITY DEPOSITS. If you have questions regarding the security deposit clause please ask us.

Maintenance bills. Again we are not engaged as a property manager. Our agents are instructed to forward all bills to the landlord for payment. If an emergency cleaning or repair needs to be done, and the vendor insists we pay them upon billing, the payment will be deducted from the Owner's monies due. The same may apply to contractor over due bills. We have found that many contractors will not do emergency repairs without guarantee of payment. We do our best to keep your tenants happy, but we will not as a matter of course run maintenance bills through our bookkeeping.

Keys. When we show your property to a prospective tenant one of our agents <u>must</u> accompany the prospect to the property. Each individual agent takes pride in assuring you that the customers are monitored when previewing your home and that the home is secured when they leave. Keys are <u>never</u> given out to prospective tenants to preview the property on their own. When a lease is executed two sets of keys are given to the tenant at check in. When the tenant checks out the keys are returned to us. Key returns are closely monitored. When a property is listed with other agencies there may be times when an agent from one of those companies requests a key. A key is released to them if they have a current authorization after they have logged out on our key log. Usually this is as a courtesy to another agency that has forgotten to pull a key or does not have one. We do not, however, take any responsibility for agents not under our direct supervision. **We will not give out keys to Owner generated Rentals.** It will be the responsibility of the Owner to take care of all issues regarding "Owner Rentals" and rentals by other leasing agencies. (See para 17 of RLA)

Occupancy Limit. Please note the number of occasional guests you will allow on a non sleepover/stayover basis. Keep in mind that many families rent two homes and do have family gatherings for dinners, barbecues etc. The intent is to discourage large gatherings such as weddings.

Check In. Please note that we have stipulated that tenants should not enter the property without receiving the keys from us. Please do not allow the tenants to enter the unit without them checking in with us. Please instruct cleaning crews not to allow the tenants to enter the property without checking in. If you are allowing a tenant to check in early please notify us.

Payments. We are attempting to have all payments received by us 30 days before check in. Please understand that

there will be exceptions to this policy. Please note the sentence in para 12 regarding exceptions. Certified Funds and Cash at check in will be deposited and disbursed as per para 6.

Internet. If you are providing internet access please specify exactly who the provider is and how and what is needed to access it. Please leave instructions on how to access the Internet in the home and on the RLA. Tenants are making an issue out of Internet access. *Please see para 25 on the Lease*

Lease Copy. We have enclosed a copy of the lease that we will be using. Note that you agree to this form of lease and the terms and conditions of the lease. Some of the leases may be computer generated, and take a different physical form. The content, terms, and conditions will be the same. Please note some of the following additions to the 2012 Lease Form: Para 28, Para 30 Para 31,..

Every year we assess the patterns and costs we encounter when servicing your property. In the interest of saving you money and making our operation more efficient we would like to share some suggestions with you we have found to result in a more profitable bottom line with a minimum of headaches. Please prepare your properties well in advance of your first tenants.

- 1. Decking, stairs, supports, railings, etc should be inspected for rotting boards, protruding nails etc. It has become all too common to have more than one deck collapse each summer. As a result there is some discussion about structural inspections on rental units and rental licensing. Safety repairs should not be left until spring. All fall, winter and spring we are showing your properties.
- 2. Screens should be maintained. Check them for rips and tears, have them cleaned and installed, ready for the first tenant.
- 3. Lubricate all window and door hardware, have all the windows and doors functioning.
- 4. Clean ceiling fans and be sure pull chains and lights are working properly.
- 5. Be sure refrigerators and icemakers are working properly. If there is no icemaker please provide plenty of icetrays.
- 6. Clean under and around the refrigerator. Leave instructions for the tenants, on the refrigerator, that they should leave the settings alone and set at the mid point. Perhaps you can tape over the control knob. Once they are changed it will take the refrigerator 24 hrs or better to adjust.
- 7. Have the AC serviced before the season. Many of the services offer a pre-season discount. Mid season repairs on AC are expensive. It may be a good idea to arrange for a service plan with the HVAC contractor. They will know your system and may give better service when failure occurs. If your property is not air conditioned you should seriously consider providing AC. More and more tenants are demanding it, and the air-conditioned properties can demand a higher premium which the tenants have been willing to pay.
- 9. Provide cleaning supplies, mops, brooms, buckets, and a good vacuum with spare bags and belts. Leave a supply of paper products, towels and toilet paper. Leave extra light bulbs, including any special light bulbs that may be required.
- 10. Provide a general purpose tool kit. Many of our tenants will do minor repairs themselves.
- 11. Please check the condition of your mattresses. Old musty uncomfortable mattresses are a frequently voiced complaint. Provide fresh bedpads and pillows each season.
- 12. We suggest that you have a thorough Spring Cleaning and Maintenance check done on your home at least two weeks prior to the first move in.

We sincerely appreciate the opportunity to represent you and would like to extend all our services to you and any friends or associates. Whether checking current values, selling or increasing your investment portfolio...Consult with your trusted Real Estate Professional at hch Sotheby's International Realty.





Form (Rev. January 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.

interna	in revenue del vide										
	Name (as shown on your income tax return)										
ge 2.	Business name/disregarded entity name, if different from above										
on page	Check appropriate box for federal tax classification (required): Individual/sole proprietor C Corporation S Corporation	Пр	rtnarch	in [— т.	uet/oet	tato				
Print or type See Specific Instructions on	classification (required): Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)									paye	е
Prin Ins	☐ Other (see instructions) ►										
_ pecific	Address (number, street, and apt. or suite no.)	Request	er's na	me a	and ac	Idress	(option	al)			
See S	City, state, and ZIP code										
	List account number(s) here (optional)										
Par	Taxpayer Identification Number (TIN)										
	your TIN in the appropriate box. The TIN provided must match the name given on the "Name"		Socia	l sec	urity	numb	er				
reside	oid backup withholding. For individuals, this is your social security number (SSN). However, for ent alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other es, it is your employer identification number (EIN). If you do not have a number, see <i>How to get</i>				_		-	-			
	n page 3.		•								
	. If the account is in more than one name, see the chart on page 4 for guidelines on whose		Employer identification number						_		
numb	per to enter.			-	-						
Par	t II Certification		•								
Unde	r penalties of perjury, I certify that:										
1. Th	ne number shown on this form is my correct taxpayer identification number (or I am waiting for	a numb	er to b	e iss	sued	to me), and				
Se	um not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) ervice (IRS) that I am subject to backup withholding as a result of a failure to report all interest of longer subject to backup withholding, and										
3. I a	ım a U.S. citizen or other U.S. person (defined below).										
becau	fication instructions. You must cross out item 2 above if you have been notified by the IRS thuse you have failed to report all interest and dividends on your tax return. For real estate transations to a particular or abandonment of secured property, cancellation of debt, contributions to	actions,	item 2	doe	s no	t appl	y. For	morto	gage		g

generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the

General Instructions

Signature of

U.S. person ▶

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

Purpose of Form

instructions on page 4.

Sign

Here

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:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - 2. Certify that you are not subject to backup withholding, or
- 3. 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

Date >

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.

Form W-9 (Rev. 1-2011) Page **2**

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
 - 2. The treaty article addressing the income.
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
 - 3. The IRS tells the requester that you furnished an incorrect TIN,
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see Special rules for partnerships on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Form W-9 (Rev. 1-2011) Page **3**

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

- 1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 - 2. The United States or any of its agencies or instrumentalities,
- 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
- 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
- 5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

- 6. A corporation,
- 7. A foreign central bank of issue,
- 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 - 10. A real estate investment trust,
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 - 12. A common trust fund operated by a bank under section 584(a),
 - 13. A financial institution.
- 14. A middleman known in the investment community as a nominee or custodian, or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 1	Generally, exempt payees 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see Exempt Payee on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- **3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Form W-9 (Rev. 1-2011) Page **4**

- **4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account '
Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ' The actual owner '
Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity 4
Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- · Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to <code>phishing@irs.gov</code>. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: <code>spam@uce.gov</code> or contact them at <code>www.ftc.gov/idtheft</code> or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

^{*}Note. Grantor also must provide a Form W-9 to trustee of trust.





RENTAL LISTING AGREEMENT 2012

Hardenbergh, Canetti & Hill Inc. dba hch Sotheby's International Realty 8103 Long Beach Blvd. Harvey Cedars, NJ 08008 609-494-3311 1-800-494-3310 hchsir.com Fax 609-494-3488 E Mail: info@hchsir.



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.

Name of Owners	Home Phone
Business Name (if applicable)	Bus. Phone
Address	Shore Phone
City/State/Zip	E-mail
Social Security # (Individuals/Sole Proprietors)	Employer ID #
Please check appropriate box: Individual Sole ProprietorCorp	LLC Partnership Other
The following real estate offices also have this listing: Owner must notify agency listed of any changes and/or rentals made by the Owner.	us of any agencies that may be added, and must notify each

- 1. 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. 2. 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, 2012 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.
- 3. 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
- 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

MATER	DD ODEDWY ADDDEGG
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 II AM. 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 2012.

THE RENTAL PERIOD CAN NOT BE LESS THAN ONE WEEK AT A MINIMUM RATE OF \$700.00 PER WEEK. RENTAL SEASON IS FROM APRIL 28, 2012 TO OCTOBER 27, 2012.



May 2012	June 2012	July 2012
28-5 O.S.	2-9 O.S.	30-7
5-12 O.S.	9-16 O.S.	7-14
12-19 O.S.	16-23	14-21
19-26 O.S.	23-30	21-28
26-2		
AUGUST 2012	SEPTEMBER2012	OCTOBER 2012
28-4	1-8 O.S.	29-6 O.S.
4-11	8-15 O.S.	6-13 O.S.
11-18	15-22 O.S.	13-20 O.S.
18-25	22-29 O.S.	20-27 O.S.
25-1		

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 #' IN EACH BEDROOM (AND OTHER AREAS IF APPLICABLE) ON EACH FLOOR OR AREA FLOOR OR AREA I. FLOOR OR AREA II.

BED#	DESCRIPT	ION A	ND NUMBER OF	BED	S	BED#	DESCRIP	ΓΙΟN	AND NUMBER OF I	BEDS	·	
1						1						
2						2						
3						3						
4						4						
4						5						
6						6						
OTH						OTH						
TOTAL	L BEDRMS	1	FULL BATHS		½ BATHS	TOTAL	BEDRMS		FULL BATHS		½ BATHS	
DECK	OPEN]	DECK SCREEN			DECK (CK 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	OUTSIDE SHOWER	MISC.
WINDOW UNITS #	COMCAST	MAILBOX	BAKING DISHES
FANS	VERIZON	FURNITURE	BLANKETS
CEILING#	SATELLITE	OUTDOOR TABLE	BOTTLE OPENER
FLOOR#	DIALUP	PICNIC TABLE	CAN OPENER
ELEVATOR	OTHER	UMBRELLA	CLOCK
WASHER	INSTRUCTIONS	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
НВО	MOP	OIL LAMPS	JUICE PITCHER
OTHER	WASTE BASKETS	LAMP OIL	MATCHES
GRILL	VACUUM	BATTERY RADIO	MEASURING CUP
GAS	VACUUM BAGS	TOOLS	MIXING BOWLS
CHARCOAL	VACCUUM BELTS	TOOLBOX W/TOOLS	PLACEMATS
OTHER	OPERATING MANUALS	PLUNGER	PILLOWS
BUTANE LIGHTER	APPLIANCES	POTS AND PANS	SPATULA
GRILLING UTENSILS	INTERNET	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
White Copy heh Sotheby's Interr	national Dealty Dage Four	of Eige	Vallow Cony Owner

RENTAL LISTING AGREEMENT 2012 (CONTINUED FM PAGE 4)
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 THIS IS A PET FREE HOME? YES NO
WILL YOU PERMIT PETS? YESNOPET DEPOSIT \$
DO YOU ALLOW ANY KIND OF PETS IN THE RESIDENCE DURING ANY PERIOD OF THE YEAR? YES NO
IS SMOKING PERMITTED DURING THE TENANCY? YESNO THIS IS A SMOKE FREE HOME? YESNO
IS SMOKING PERMITTED IN THE HOME AT ANY TIME? YESNO
GARAGESTORAGE
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 FURNISHEDARE YOU INTERESTED IN SELLING YOUR PROPERTY YESNO
SPECIAL INFORMATION
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 MAY HAVE FOR YOUR TENANT. PLEASE LEAVE INSTRUCTION AND USER MANUALS.
OTHER REMARKS:
PLEASE DO NOT USE EMAIL OR FAXES AS THE PRIMARY CONDUIT FOR REPORTING AVAILABILITY OR CHANGES TO YOUI 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 PROPRIETORY 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
LEGAL SIGNATURE OF OWNER 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 item that need replacement due to breakage or normal wear and tear.
hch Sotheby's International Realty® is a registered trademark licensed to Sotheby's International Realty Affiliates LLC. An Equal Opportunity Company. Equal Housing Opportunity. If your property is listed for sale with a real estate broker, please disregard. It is not our intention to solicit offerings of other real estate brokers. We are happy to work with them and cooperate fully. Each office is independently Owned and Operated.

White Copy hch Sotheby's International Realty



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

PAULA T. DOW *Attorney General*

CHINH Q. LE, ESQ. *Director*

KIM GUADAGNO

Lt. Governor

CHRIS CHRISTIE

Governor

DATE: July 2010

TO: Real Estate Agents, Brokers, and Owners of Real Property in New Jersey

FROM: Paula T. Dow, Attorney General, State of New Jersey

Chinh Q. Le, Director, Division on Civil Rights, Office of the Attorney General

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 an 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;



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- 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

Chinh Q.L. Director

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Page One of Four The Tenant Acknowledges that this is a four page lease **TENANT'S INITIALS** _

PROPERTY ADDRESS



FLOOR



THIS SHORT TERM SEASONAL LEASE IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

- 1. All payments, including security, pet, phone and other deposits must be in U.S. funds and must be received by us 30 days prior to check in date or the lease may be cancelled and the property re-rented as per paragraph 14. If a property is rented within that 30 day period or for any reason payments were not received all payment must be in the form of secured, readily negotiable funds. I.E. cashiers checks, bank checks, money orders, cash, etc. we can not accept credit or debit cards. Prior to this 30 day period personal checks will be accepted.
- 2. We will deposit advance rental payments in our non interest bearing escrow account. Our commissions will be deducted from the advance rental payments. Balance of advance rental payments and all future rental payments will be forwarded to the Owner as per our agreement with the Owner. We are not responsible to the Tenant as a result of transfer of rental monies, deposits, and fees that are forwarded to the Owner. Owners are liable for all monies received.
- 3. There will be a \$ 35.00 service fee added to the rental balance due for returned checks due to non sufficient funds or stop payment. They will not be resubmitted for
- deposit. Replacement funds must be in the form of secured funds I.E. certified check, money order etc.

 4. The Tenant affirms that he/she is an adult and that the property will be occupied by any minor unless an adult is present.

 5. Enant agrees to use the premises as a private dwelling only and not to sublet any part or all of the premises without securing the written consent of the Owner. Maximum number of persons, including children is limited to_ other than occasional guests. Occasional guests, including children, is limited above the tenancy limit on a non stayover / sleepover basis.
- 6. On expiration of this lease, Tenant agrees to leave the said premises in a clean and neat condition, with all doors and windows locked, ready for the next Tenant's occupancy. If any rent is unpaid, or if default shall be made in any of the terms and conditions of this lease, the premises must be vacated immediately with no refund due. Keys are to be returned to us on or before check out time. Tenant's legal right to be on the property is limited to the time period stated on this lease.
- 7. It is the Tenants responsibility to report any and all inordinate conditions upon arrival at the rental property, not on departure. The Tenant is requested to promptly report to us any damage done to the property, or any failure of apparatus or equipment. The Tenant shall be responsible for any loss or damage to any personal and/or real property of the Owner caused by the Tenant during the term of this lease. The appliances are represented by the Owner to be in working order. In the event a television set or VCR is left for the Tenant's use, its performance is not guaranteed by the Owner. There will be no rebate, prorating of rent, or relocation for breakdown of appliances, electronic devices, apparatus, equipment or any other circumstances beyond the control of the Owner or us. The Owner and hch Sotheby's International Realty shall not be liable to the Tenant for damages and no refunds will be given due to malfunction or failure. Utilities, including but not limited to. Cable, Internet Service, Electric, Gas ,Water, Sewer etc. are not under our control. We will make every effort to assist you during regular business hours. 8. The Tenant shall furnish towels, bed linens, and blankets. Bed sizes for this unit are
- 9. TENANT SHALL KEEP NO PETS ON PREMISES WITHOUT OWNER'S WRITTEN CONSENT Violation will result in immediate eviction with no refund of rental payments.
- 10. NO ADDITIONAL APPLIANCES including, but not limited to, air conditioning and hot tubs, shall be installed without written consent of the Owner.
- 11. If the property is damaged by fire or unusable for any cause other than action of the Tenant the unused portion of the rent shall be returned.
- 12. It is agreed that we shall have the right to enter the premises, by appointment, between 9:00 AM and 6:00 PM, with prospects for sale or rental. If we are requested to appear at the property or otherwise notified of a problem by an adjoining property owner or the local police, then the Tenant agrees to allow reasonable inspection of the property by hch Sotheby's International Realty.
- 13. SIGHT UNSEEN RENTALS: We strongly recommend that anyone signing a lease personally preview the property beforehand. We make no warranty express or implied as to the condition or description of the property. This includes, but is not limited to, all rentals made with the assistance of the Internet and E Mail. It is understood and agreed that the Tenant must abide by his/her decision and take full responsibility for the rental. The hch Sotheby's International Realty websites, rental brochures, and amenities lists that may be supplied are believed to be accurate but not guaranteed. Any photos are believed to be current and accurate but are not guaranteed. If Tenant was unable to inspect the premises prior to taking occupancy, all terms and conditions of this lease are adhered to as if the Tenant had made prior inspection. There will be no refunds or relocation for sight unseen rentals.
- 14. CANCELLATION: If the Tenant wishes to cancel this lease, he/she shall make such request in writing to us. This agreement shall be terminated only after another Tenant is secured or permission from the Owner is otherwise granted. If a cancellation is for a portion of the lease term a new lease will be executed reflecting the change in term, price and payments. The old lease will remain in effect and the money deposited on the full term lease remaining with that lease until re-rented all payments to date are forfeited and Tenant may be liable for any balances due. Tenant's lease copy must be returned to us marked cancel before a re-rental of the cancelled period can be made.
- 15. SECURITY DEPOSIT: In the amount indicated on page 1 is payable 30 days prior to check in to hch Sotheby's International Realty rental escrow account, to be returned after satisfactory inspection by the Owner after termination of this lease. Owner or their representative shall inspect the property as soon after checkout as possible and before the next tenancy. Owner shall have 72 hours 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 Landlord will notify us as to the agreement and its terms, in writing, as to the agreed upon settlement and stating exactly how the security deposit should be paid. If Owner and Tenant can not agree, we may seek Court approval for distribution of the 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 of under 125 days will be held in our non interest bearing escrow account. We or our employees and agents may inspect the property as a neutral party. If we or our employees or agents inspect the property at the end of the lease, Tenant and Owner agree 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 hch Sotheby's International Realty 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 our 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. Security deposit disputes are between the Tenant and the Landlord. If disputes can not be settled and resolved within 60 days the Tenant should file a claim in Ocean County Small Claims Court

Duties of Escrow Agent: It is agreed that our duties as 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 the Tenant with respect to its 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 in our performance and duties as 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 our acting as escrow agent hereunder. It is specifically understood and agreed that hch Sotheby's International Realty is 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. These paragraphs shall survive termination of the Lease.

FLOOR

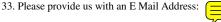


16. **TELEPHONE DEPOSIT:** In the amount indicated above is **payable to the Owner**, <u>sent to us</u>, to be returned to the Tenant by the Owner, after the telephone bills covering the entire period of tenancy are received by the Owner. The telephone number at the rental unit is



17. LATE ARRIVALS: If Tenant is unable to check in before 5:00 P.M., you must notify us and your rental agent to make arrangements for final payment and release of keys. NO TENANT WILL BE PERMITTED TO MOVE IN WITHOUT BEING PAID IN FULL. If for some reason there is a balance due at check in it must be in the form of secured readily negotiable funds. IE: cash, money order, certified check etc. All risks for "Late Arrivals" after business hours are assumed by the Tenant.

- 18. This Lease is entered into by Owner and Tenant based upon their full understanding of the meaning of all the provisions of this Lease and upon their independent knowledge of the condition of the property, and not based upon any representations made by either of them to the other, or by us. We have acted solely in the capacity of Leasing Agent for this property, and make no warranties or representations, express or implied, about the condition of the property. We are not the property manager. We, our employees and agents are not to be held liable to either Owner or Tenant for the performance of any of the terms of this Lease. Owner and Tenant agree that they are entering into this Lease without any reliance upon any representations or statement which may have been made by us, our personnel or agents of ours, and agree to indemnify and hold us harmless from any claims, actions or liability resulting from nonperformance of this Lease by either party, the condition of the property, the possibility of "double booking" or any representations or warranty made by any person which representation or warranty does not appear in this Lease, provided we have acted in good faith in performance of its duties. Tenant agrees that if there is a double booking, or the property is unavailable for any reason, the Tenant will be entitled only to a full refund of considerations paid by the Tenant. If we are able to relocate the Tenant, Tenant agrees to pay the difference in the rental amount. hch Sotheby's International Realty is not acting in the capacity of a "Property Manager."
- 19. The parties agree that mutual receipt of telefaxed, emailed, electronically transmitted copies etc. of this agreement and signatures shall be considered satisfactory for the purpose of binding the parties hereto.
- 20. KEYS: Two sets of keys will be issued at check in. If both sets are not returned to us at check out \$ 25.00 per set will be deducted from security. UNDER NO CIRCUMSTANCES SHOULD YOU ENTER A HOME BEFORE BEING GIVEN KEYS BY OUR STAFF.
- 21. **MEGAN'S LAW STATEMENT:** Under NJ law, the county prosecutor determines whether and how to provide notice of the presence of convicted sex offenders in an area. In their professional capacity, real estate licensees are not entitled to notification by the county prosecutor who may be contacted for further information as may be disclosable to you.
- 22. MANDATORY RECYCLING, TRASH AND NEGLIGENCE: The Tenant agrees to comply with state and local regulations including recycling requirements. The Tenant will be charged the costs for removal and/or sorting of recyclables that were not properly disposed of. The Tenant shall hold the Owner and us harmless for any claims, losses, actions or demands resulting from the negligence of tenants, their guests, or any disorderly conduct at the property. Any violation by the Tenant in terms and conditions of the lease will allow us to immediately declare the lease null and void and any further occupancy of the property by the Tenant is trespass. The Tenant will be charged for any fines imposed.
- 23. **JURISDICTION:** Owner and Tenant hereby agree 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 hch Sotheby's International Realty.
- 24. BEACH BADGES: BEACH BADGES ARE NOT INCLUDED (Unless specifically stated as included, in writing).
- 25. INTERNET SERVICE OR ACCESS IF PROVIDED IS A COURTESY AND IS NOT GUARANTEED It is solely at the Landlord's discretion to provide these types of services. We do not have the technical capabilities to configure your PC, Laptop, or other devices to the Landlord's Internet Connection. We will not be responsible to arrange or provide for any interim internet, telephone, tv or cable services. Tenant is responsible to pay owner for any internet/toll charges incurred during tenancy.
- 26. ACTS OF DISTURBANCE, DISRUPTION AND NOISE: Neither the Owner nor hch Sotheby's International Realty shall be liable for events beyond their control which may interfere with the Tenant's occupancy, including but not limited to, Acts of God, acts of government agencies, strikes, war, inclement weather and construction noise or disruption from nearby sites.
- 27. NO SMOKING IS PERMITTED (Unless it is specifically stated in writing as permitted)
- 28. ENVIRONMENTAL CONDITIONS, including but not limited to building materials, mold, mildew, musty odors, marsh odors, bay odors, etc. hch Sotheby's International Realty and the real estate agent makes no representations or warranties regarding the Environmental Condition of the home and premises. hch Sotheby's International Realty and the real estate agent make no representation about any of the building materials used, including but not limited to creosote and pressure treated pilings, creosote and pressure treated lumber or any other materials used in the construction of the property. Tenant should make a determination upon inspection of the home before signing this lease as to whether the Tenant, Tenant's Family Members, or any other individuals that would occupy or use the home have special needs or increased risks to these types of conditions. The Tenant acknowledges and assume all risks.
- 29. VALIDITY OF LEASE: If a clause of this lease is legally invalid, the rest of the lease remains in effect. In the event that any term of this Lease varies from any terms set forth in the Agent/Company Rental Brochure or Web Site, including but not limited to the rental amount, the terms specified in the Lease shall govern absent written confirmation of a change.
- 30. **ENTIRE AGREEMENT**: This Lease contains the entire agreement of the Owner and the Tenant. No representations have been made by hch Sotheby's International Realty or its Agents except as set forth in this Lease. This Lease can only be changed in writing by agreement signed by both the Owner (owner's agent) and the Tenant. If the Tenants makes any changes to the printed materials of this lease and/or handwrites any language to change this lease, we reserve the right to cancel/void the lease.
- 31. **PRINTING ERRORS:** Amenities, descriptions, prices etc. including but not limited to, the Lease, Inventory, or Website etc are all believed to be accurate, but may change from time to time, without notice. We have made every effort to assure that the information is accurate. We assume no responsibility for errors and omissions.
- 32. hch Sotheby's International Realty would like to stay in contact with you by telephone, mail, and electronic media. Please indicate here if you periodically contact and update you on market conditions and general current information about LBI. Please do not send me any information _______Tenant initials.













ALL PAYMENTS MUST BE RECEIVED BY US <u>30 DAYS PRIOR</u> TO CHECK IN. THE RENT AND SECURITY IS MADE OUT TO hch SOTHEBY'S INTERNATIONAL REALTY AND <u>SENT TO US</u> . ALL OTHER DEPOSITS ARE MADE OUT IN THE OWNER'S NAME AND <u>SENT TO US</u> .			
REMARKS:	ND <u>SENT TO US</u> .		
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OWNER by hch Sotheby's International Realty	Agent for:		
AGENT	DATE		
TENANT SIGNATURE	DATE		