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Ocean City, NJ 08226  
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Ocean City, NJ 08226  
(609) 399-1311  
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@monihanrealty

## rentals@monihan.com 2023 RENTAL LISTING AGREEMENT

### OWNER INFORMATION:

Owner: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone: Home \_\_\_\_\_ Work \_\_\_\_\_ Fax \_\_\_\_\_  
Local \_\_\_\_\_ E-Mail \_\_\_\_\_ Cell \_\_\_\_\_  
Rental Checks Payable to: \_\_\_\_\_ Social Security/EIN # \_\_\_\_\_  
Plumber: \_\_\_\_\_ Electrician: \_\_\_\_\_ Appliance Repair: \_\_\_\_\_  
Cleaner: \_\_\_\_\_ Handyman: \_\_\_\_\_ Air Conditioning Repair \_\_\_\_\_

### PROPERTY INFORMATION:

Address: \_\_\_\_\_ Unit/Floor \_\_\_\_\_  
Bedrooms \_\_\_\_\_ Baths \_\_\_\_\_ Occupancy Limit \_\_\_\_\_ Unit Phone Number \_\_\_\_\_  
Term of Listing: 1/1/2023-12/31/2023 Minimum Rental \_\_\_ days Commission: 14% (Exclusive 12%)  
Other Agencies: \_\_\_\_\_  
Along with Monihan Realty, Inc., other agency signs permitted: \_\_\_\_\_

### AMENITIES/FEATURES

PLEASE INDICATE NUMBER OF EACH, if Applicable or YES OR NO; FILL IN ALL FIELDS, DO NOT LEAVE ANY BLANKS

S = Shared C= Central Air or Coin Operated Washer/Dryer W= Window/Wall Y= Yes N = No

|                       |                           |                       |                          |                             |
|-----------------------|---------------------------|-----------------------|--------------------------|-----------------------------|
| ___ Washer            | ___ # of Inside Steps     | ___ Microwave         | ___ Single Beds          | ___ Grill [Gas or Charcoal] |
| ___ Dryer             | ___ Elevator              | ___ # Ceiling Fans    | ___ Sofa Beds [K][Q][D]  | ___ Iron & Board            |
| ___ Pets Allowed      | ___ # TVs/No Cable        | ___ Garage or Carport | ___ Cot/Airbed           | ___ # of Beach Tags         |
| ___ Dishwasher        | ___ # of DVD's            | ___ Non-Smoking Unit  | ___ Pool                 | ___ Boat Slip               |
| ___ Rooftop Deck      | ___ # TVs w/Cable         | ___ Heat [E] [G] [O]  | ___ Active Phone Service | ___ Futon(s)                |
| ___ Porch [E] [C] [O] | ___ Wireless Internet     | ___ King Beds         | ___ # of Parking Spaces  | ___ Cabana Bath             |
| ___ Porch Furniture   | ___ Air Cond. [C] [W]     | ___ Queen Beds        | ___ Bunk Beds            | ___ Coffee Mkr [P] [K]      |
| ___ Outside Storage   | ___ Outside Shower [E, O] | ___ Double Beds       | ___ Linens Provided      |                             |

#Window/Wall Units: \_\_\_\_\_ Network Name: \_\_\_\_\_ Network Password: \_\_\_\_\_

Year Built: \_\_\_\_\_ Keyless Entry Code: \_\_\_\_\_ Garage Door Code: \_\_\_\_\_ Alarm Code: \_\_\_\_\_

**2023 RENTAL RATES - Please fill in Rates, Weeks are listed as beginning dates**

|                  |                  |                  |
|------------------|------------------|------------------|
| 01/07/2023 _____ | 05/06/2023 _____ | 09/02/2023 _____ |
| 01/14/2023 _____ | 05/13/2023 _____ | 09/09/2023 _____ |
| 01/21/2023 _____ | 05/20/2023 _____ | 09/16/2023 _____ |
| 01/28/2023 _____ | 05/27/2023 _____ | 09/23/2023 _____ |
| 02/04/2023 _____ | 06/03/2023 _____ | 09/30/2023 _____ |
| 02/11/2023 _____ | 06/10/2023 _____ | 10/07/2023 _____ |
| 02/18/2023 _____ | 06/17/2023 _____ | 10/14/2023 _____ |
| 02/25/2023 _____ | 06/24/2023 _____ | 10/21/2023 _____ |
| 03/04/2023 _____ | 07/01/2023 _____ | 10/28/2023 _____ |
| 03/11/2023 _____ | 07/08/2023 _____ | 11/04/2023 _____ |
| 03/18/2023 _____ | 07/15/2023 _____ | 11/11/2023 _____ |
| 03/25/2023 _____ | 07/22/2023 _____ | 11/18/2023 _____ |
| 04/01/2023 _____ | 07/29/2023 _____ | 11/25/2023 _____ |
| 04/08/2023 _____ | 08/05/2023 _____ | 12/02/2023 _____ |
| 04/15/2023 _____ | 08/12/2023 _____ | 12/09/2023 _____ |
| 04/22/2023 _____ | 08/19/2023 _____ | 12/16/2023 _____ |
| 04/29/2023 _____ | 08/26/2023 _____ | 12/23/2023 _____ |
|                  |                  | 12/30/2023 _____ |

|   |                                   |           |
|---|-----------------------------------|-----------|
| Season: 05/27/2023-09/09/2023 _____               | June: 06/03/2023-07/01/2023 _____ | (4 Weeks) |
| 1 <sup>st</sup> Half: 05/27/2023-07/22/2023 _____ | July: 07/01/2023-07/29/2023 _____ | (4 Weeks) |
| 2 <sup>nd</sup> Half: 07/22/2023-09/09/2023 _____ | Aug: 07/29/2023-08/26/2023 _____  | (4 Weeks) |
| May: 05/06/2023-06/03/2023 _____ (5 Weeks)        | Sept: 09/02/2023-09/30/2023 _____ | (4 Weeks) |
|   | Oct: 09/30/2023-10/28/2023 _____  | (4 Weeks) |

**INTERNET DESCRIPTION: Please provide a 50-75 word description of your property:**

**1. Sign Authorization:** Owner authorizes Monihan Realty, Inc. to place a sign on the Property. NOTE: City ordinance limits total signage including rental and sale to 3 square feet, or no more than 3 Realtors (3 strips). Signs must be affixed to or within 1 foot and parallel to building. Owner and Realtor(s) are subject to fine for violations.

**2. Rental Listing Agreement** - Owner represents that he/she is the Owner of the Property or is authorized by the Owner of the Property to sign this Rental Listing Agreement and that the Owner has the legal right to lease the Property and that any mortgage(s) is current and in good standing and that there are no foreclosure proceedings in effect on the Property. In the event of any foreclosure in which the mortgagee or a receiver takes possession of the Property and refuses to honor pending leases, the Agent reserves the right to use any rental funds collected on behalf of the Owner to attempt to reimburse Tenants under those leases prior to the distribution of any funds to the Owner. In consideration of the service to be performed by Monihan Realty, Inc., the Owner does hereby authorize and give Monihan Realty, Inc. a listing to lease this Property at the prices listed or for any other price which the Owner may agree. The term of this Rental Listing Authorization is for the period set forth on page one. If this is a non-exclusive listing and other real estate agencies are authorized to lease this Property on behalf of the Owner, the Owner has designated the other rental agencies where indicated.

**3. Rental Payment Collection and Disbursement** - Monihan Realty, Inc. shall collect on behalf of Owner all rental payments and security deposits required (if applicable). All such funds shall be placed in Monihan Realty, Inc.'s Trust Checking Account (a non-interest-bearing account) prior to disbursement. Owner acknowledges that any payment shall not be disbursed to the Owner until a reasonable time after such funds have cleared the account of Monihan Realty, Inc. Should any funds, paid by the Tenant, be rejected, declined or returned or a credit card charge back be upheld by the bank, the Owner agrees to refund Monihan Realty, Inc. any monies received from said payment(s).

**4. Online Payment Chargebacks:** In the event that a Tenant cancels a rent payment made using a Credit Card known as a 'Charge Back' and the credit card company upholds the cancellation and refunds the Tenant, the Owner shall return to Monihan Realty, Inc. all monies received from that payment. By definition written by the New Jersey Real Estate Commission, a 'Charge Back' is the re-crediting of a previously charged payment to the account of a cardholder through the electronic debiting of the account of the Broker.

**5. Commission** - Owner agrees to pay Monihan Realty, Inc. a commission of the gross rental amount of any lease or renewal within two years to any Tenant originally procured by Agent or to said Tenant's relatives, heirs, and/or assigns and is structured as follows:

12% if Monihan Realty exclusive or 14% if listed with Monihan Realty and any other agencies. All payments are to be collected by Monihan Realty, Inc. and the commission shall be deducted from payments of rent received by Monihan Realty, Inc. In the event that Monihan Realty, Inc. has made a payment to the Owner, which the Tenant withdraws or otherwise cancels such that Monihan Realty, Inc. never receives the funds, the Owner agrees to reimburse Monihan Realty, Inc. for any such funds. Monihan Realty, Inc. may deduct such reimbursement from any funds of Owner held or received by Monihan Realty, Inc. **Owner understands and agrees that the commission fee is solely for the purpose of securing tenants and does not include Property Management Services. Monihan Realty, Inc. is not a Property Management Company.**

Owner is solely responsible for all Property inspections. Additionally, if a Tenant procured by Monihan Realty, his relatives, heirs and assigns should purchase the leased premises directly from the Owner within two years from the expiration of any tenancy, Owner agrees to pay Monihan Realty, Inc. a commission of 6% of the purchase price. **AS LESSOR AND/OR 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. Vacation Rental Damage Plan (VRDP)** All rentals include a \$50.00 premium that the Tenant will pay to Monihan Realty, Inc. for a VRDP (provided through CSA TRAVEL Protection and Insurance Services) that insures the Tenant for unintentional damages they may cause to your rental property during their stay, (up to a maximum of \$1500.00), provided such damage is disclosed/reported by the Tenant to Monihan Realty, Inc. prior to check-out. Should the Tenant not disclose/report damages and damages are found by the Owner or his contractors, Owner can still report the damages to Monihan Realty, Inc. within 3 days of the checkout date. **FOR ALL CLAIMS - THE OWNER MUST SUBMIT TO Monihan Realty, Inc. ALL PAID RECEIPTS FOR REPAIRS/REPLACEMENTS THAT THE OWNER HAS PAID FOR. WITHOUT RECEIPTS, CSA WILL DENY THE CLAIM.** Reimbursement checks will be paid directly to Monihan Realty, Inc. by CSA Travel Protection and Insurance Services and Monihan Realty, Inc. will disburse such funds accordingly. Certain terms and conditions apply. Full details of the VRDP are contained in the Description of Coverage or Insurance Policy and can be found on-line at [www.monihan.com](http://www.monihan.com). In the event tenant chooses not to purchase the VRDP, a standard Security Deposit of \$1,500.00 or an amount equal to the cost of the full rent, whichever is less, will be charged to the Tenant.

**Security Deposit** - The Owner understands and agrees that if a security deposit is charged, it will be automatically refunded to the tenant 15 days after termination of the lease unless otherwise directed by the Owner to the Agent. The Owner is solely responsible for monitoring the condition of the property and advising the Agent, in writing, as to the disposition of the security deposit within the time period required.

**7. Non-refundable Tenant Processing Fee** - Owner and/or Landlord or authorized representative, understand and agree that Monihan Realty, Inc. under this contract will charge a non-refundable tenant processing fee to the Tenant under each lease. This fee represents the efforts of Monihan Realty, Inc. in processing the lease to the Tenant. The undersigned Owner understands that Monihan Realty, Inc. represents only the Owner in this rental transaction, and the commission to Monihan Realty, Inc. in this agreement as well as the Tenant processing fee, represents compensation from both parties for the rental transaction. The fee will be deducted from the first payment by the Tenant. Monihan Realty, Inc. may receive compensation from CSA's Vacation Rental Damage Protection & Travel Insurance Programs and other vendor services if utilized by Tenant.

**8. Owner Indemnification** - Owner hereby indemnifies Monihan Realty, Inc. for any and all claims, losses and expenses, including reasonable attorney's fees, incurred in connection with the rental of the Property, including the holding or release of any security deposit or the placement of real estate signs on the Property. Owner hereby authorizes Monihan Realty, Inc. to release the security deposit to the Tenant as set forth in this listing agreement. Owner understands and agrees that Monihan Realty, Inc. and its Agents are acting as Rental Agents Only and are not property managers.

**9. Condition of Property** - Owner represents and warrants that the Property is habitable and is in compliance with all Local, County, State and Federal laws and regulations including but not limited to those pertaining to Licensing, Land Use, Health, Housing Code and Fire Safety. Owner agrees to notify Monihan Realty, Inc. of any change in availability, pricing, amenities, lock or key changes, etc.

**10. Cancellation** - All requests by the Tenant to cancel must be made in writing and faxed, emailed or mailed directly to Monihan Realty. The tenant understands that if the Tenant cancels this lease, the Landlord has the right to demand the full payment of rent in accordance with the terms of this lease. In the event the Landlord does not release the Tenant from this lease or the Property is not re-rented at full price, the Landlord may demand that the Tenant continue to remain obligated to the rental amount or any shortfall not covered by any re-rental(s). If the property re-rents at full price, the Landlord shall refund the Tenant the amount received by the Landlord. If the property is not re-rented for full price, the difference will be due from the Tenant and/or be deducted from any payments received. Additionally, if the Landlord decides to use the period of time from the canceled lease for his or her own use and does not actively list the week as available leading up to the check in date, the Landlord agrees to refund the Tenant in full. All cancellations and/or rebooking's, Monihan Realty, Inc. shall be entitled to a 14% handling charge.

**11. Repairs** - Owner authorizes Rental Agent to undertake repairs, replacement or cleaning up to a maximum of \$200.00 for each incident. For repairs, replacement or cleaning exceeding this sum, the Rental Agent must obtain permission of the Owner. The Rental Agent will endeavor to contact the Owner and utilize the services of the Owner's designated contractors for any such work.

**12. Video Cameras** - Monihan Realty, Inc. suggests that any video cameras or other surveillance equipment at the property while unoccupied be clearly posted that the area is under video or other surveillance. Any video cameras or other surveillance equipment to remain active at the property during occupancy should be disclosed to tenants prior to acceptance of lease. Owner hereby indemnifies Monihan Realty, Inc. for any violations of State or Federal Privacy Laws, and any other civil or criminal complaint or other legal action that pertains to the use or placement of any video cameras or other surveillance equipment located at the property.

**13. Consumer Information Statement and Attorney General Memorandum** - By signing this Listing Agreement, Owner acknowledges receipt of the Consumer Information Statement on New Jersey Real Estate Relationships and the Memorandum of the Attorney General of New Jersey regarding the New Jersey Law against Discrimination and Federal Fair Housing Law. Both the Consumer Information Statement and the Memorandum of the Attorney General are available upon request or on our website, [www.monihan.com](http://www.monihan.com). Monihan Realty, Inc. intends at this time, to work with you as Owner's/Landlord's Agent only

**14. Counterparts and/or Facsimile/Email Signature** - This contract may be executed in any number of counterparts, including counterparts transmitted by telecopier, facsimile or email any one of which shall constitute an original of this contract. When counterparts, facsimile or email copies have been executed by all parties they shall have the same effect as if the signatures to each counterpart or copy were upon the same document and copies of such documents shall be deemed valid as originals.

The undersigned acknowledge that they have read all pages of this Listing Agreement and warrant the accuracy of all statements and information contained herein. The undersigned certified that this agreement is the entire and only agreement between the parties and cancels any previous agreement. This agreement can only be changed by a contract in writing signed by all parties.

*Michael R. Monihan*

Owner's Signature

Date

Michael R. Monihan, President/Broker

**TO:** Property Owners  
**FROM:** Gurbrir S. Grewal, Attorney General, State of New Jersey  
Rachel Wainer Apter, Director, NJ Division on Civil Rights  
**DATE:** October 7, 2020  
**SUBJECT:** Housing Discrimination Laws

The New Jersey Real Estate Commission (REC) requires every licensed broker or salesperson with whom you list your property to give you a copy of this notice. The purpose is to help you comply with the New Jersey Law Against Discrimination (LAD).

Under the LAD, it is illegal to discriminate against a prospective or current buyer or tenant because of actual or perceived race, national origin, religion, gender, gender identity or expression, marital status, civil union status, domestic partner status, affectional or sexual orientation, familial status, pregnancy or breastfeeding, physical or mental disability, or liability for service in the Armed Forces of the United States. It is also illegal to discriminate against a prospective or current buyer or tenant because of any source of lawful income to be used for rental or mortgage payments. Source of lawful income includes Section 8 housing choice vouchers, SRAP (State Rental Assistance Programs), and TRA (temporary rental assistance). It is also illegal to make, print or publish any statement, including print advertisements and online postings, expressing any preference, limitation, or discrimination based on any of those protected characteristics.

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

\* The prohibition on discrimination based on source of lawful income means, for example, that a landlord cannot reject a prospective tenant because they intend to pay with a Section 8 housing choice voucher, State Rental Assistance Program (SRAP), temporary rental assistance (TRA) or any other subsidy or voucher provided by federal, state, or local rental-assistance programs. A housing provider cannot advertise a property in any way that discriminates based on source of lawful income, including by posting advertisements that state, directly or indirectly, a refusal to accept, or express any limitation on, vouchers, or subsidies. For examples advertisements that state “No Section 8,” “TRA not accepted” or “This property not approved for Section 8” violate the LAD. In addition, housing providers must calculate any minimum income requirements, financial standard, or income standard based only on the portion of the rent to be paid by the tenant rather than the entire rental amount.

\* The LAD prohibits bias-based harassment in housing, including sexual harassment. If a tenant is being subjected to bias-based harassment that creates a hostile environment, and if the housing provider knew or should have known about it, the housing provider must take reasonable steps to stop it. That includes harassment by other tenants and by a housing provider’s agents or employees. “Quid pro quo” sexual harassment – for example, where a building superintendent demands sex or sexual favors as a condition of making necessary repairs – is also prohibited.

\* Housing providers must reasonably accommodate tenants with disabilities unless doing so would be an undue burden on their operations. For example, if a tenant shows they have a disability and that keeping an emotional support animal is necessary to afford them an equal opportunity to use and enjoy the dwelling, the housing provider much permit the emotional support animal, even despite a “no pets” policy, unless they can show that doing so would be an undue burden.

\* A “no pets” rule cannot be enforced against a person with a disability who has a service or guide animal. A landlord may also not charge a tenant with a disability an extra fee for keeping a service or guide animal.

\* Landlords must permit a tenant with a disability-at that tenant’s own expense-to make reasonable modifications to the premises if such modifications are needed to give the tenant an equal opportunity to use or enjoy the dwelling.

\* The LAD prohibits discrimination based on “familial Status” – for example, discrimination against families with children under the age of 18 and pregnant women. Landlords similarly cannot use unreasonable occupancy restrictions to prevent families with children from moving in.

\* Selectively inquiring about, or requesting information about and/or documentation of, a prospective tenant's or buyer's immigration or citizenship status because of the person's actual or perceived national origin, race, or ethnicity, or otherwise discriminating on such a basis, is a violation of the LAD.

\* As explained in the U.S. Department of Housing and Urban Development's April 2016 Guidance document, because of widespread racial and ethnic disparities in the criminal justice system, blanket policies that make all individuals with any prior arrest or criminal conviction ineligible to rent violate fair housing laws because they have a disproportionate impact based on race or national origin and are not supported by a legitimate business necessity. And housing providers may not use criminal history as a pretext for intentionally discriminating based on race or national origin (for example, by applying criminal-record based restrictions against Black housing applicants but not white housing applicants).

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

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

**Brokers.** The broker or salesperson with whom you list your property must transmit to you every written offer they receive on your property. Brokers and salesperson are licensed by the New Jersey Real Estate Commission and their activities are subject to the LAD as well as general real estate laws of the State and the Commission's own rules and regulations. The broker or salesperson must refuse your listing if you indicate an intent to discriminate on any basis prohibited by the LAD.

**Exemptions.** The sale or rental of property (including open land) whether for business or residential purposes, is covered by the LAD, subject to the following exemptions. Note that when the LAD exemption applies, other civil rights laws may nonetheless prohibit discrimination.

\* The LAD does not apply to the rental of one unit in a two-family dwelling if the owner occupies the other unit, or to the rental of a room or rooms in a one-family owner occupied dwelling.

\* A religious organization can give preference to persons of the same religion when selling or renting real property.

\* In certain types of housing designated for older persons, it is not unlawful to discriminate based on familial status.

For more information about the LAD or if you have questions about discrimination in the sale or rental of real property, including how to report a complaint please visit [www.NJCivilRights.gov](http://www.NJCivilRights.gov) or call our Housing Hotline at (866) 405-3050. DCR has a number of fair housing fact sheets that are available at <https://www.nj.gov/oag/dcr/housing.html>. Thank you.

Gurbir S. Grewal, Attorney General

Rachel Wainer Apter, Director, Division on Civil Rights