

MONIHAN REALTY, INC.

3201 Central Avenue
Ocean City, NJ 08226
609-399-0998 / 800-255-0998
FAX: 609-398-1525

717 Batterssea Road
Ocean City, NJ 08226
609 399-1311 / 800-255-1311
FAX: 609-398-1147

rentals@monihan.com
2019 RENTAL LISTING AGREEMENT

Owner: _____

Mailing Address: _____

Phone #: _____ (W) _____ (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 _____ Minimum Rental _____ days

Approx. Year Built: _____ Garage Door Code _____ **Term of Listing: 1/1/2019-12/31/2019**

AMENITIES

S = Shared C= Central Air or Coin Operated Washer/Dryer W= Window Y= Yes N = No Indicate Number of Each if Applicable

- | | | | | |
|-----------------------|--------------------------|-----------------------|--------------------------|-----------------------------|
| ___ Washer | ___ Jacuzzi | ___ Microwave | ___ Single Beds | ___ Grill [Gas or Charcoal] |
| ___ Dryer | ___ Elevator | ___ # Ceiling Fans | ___ Sofa Beds [K][Q][D] | ___ Iron & Board |
| ___ Pets Allowed | ___ # of VCR's | ___ Garage or Carport | ___ Cot(s) | ___ # of Beach Tags |
| ___ Dishwasher | ___ # of DVD'S | ___ Non-Smoking Unit | ___ Pool | ___ Boat Slip |
| ___ Rooftop Deck | ___ # of Televisions | ___ 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 | ___ Keyless Entry Code |
| ___ Outside Storage | ___ Outside Shower [E,O] | ___ Double Beds | ___ Linens Provided | ___ Alarm Door Code |
| | | | ___ Coffee Mkr [P] [K] | ___ Garage Door Code |

#Window/Wall Units: _____ Network Name: _____ Network Password: _____

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

1. Other Agencies handling rental (if any): _____

Owner agrees not to place any signs, brochures, etc. with owner contact information on or in the property. Along with Monihan Realty, I authorize (limit two additional agencies) _____ and _____ to place a rental sign on my 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 Landlord. 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 above.

3. 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. 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.**

4. 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. 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.

5. 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.

6. 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.

7. Rental Payment Collection and Disbursement - Monihan Realty, Inc. shall collect on behalf of Owner all rental payments and security deposits required. 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.

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. 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.

11. 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.

12. Consumer Information Statement - By signing this listing agreement, Owner acknowledges receipt of the Consumer Information Statement on New Jersey Real Estate Relationships. The Consumer Information Statement is available upon request or on our website. I, Michael R. Monihan, as an authorized representative of Monihan Realty, Inc., intend as of this time, to work with you as Owner's/Landlord's Agent only

13. Attorney General Memorandum - Owner acknowledges receipt of the Memorandum of the Attorney General of New Jersey regarding the New Jersey Law against Discrimination and the Federal Fair Housing Law.

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

2019 RENTAL RATES - Please fill in Rates, Weeks are listed as beginning dates

01/05/2019 _____	04/06/2019 _____	07/06/2019 _____	10/05/2018 _____
01/12/2019 _____	04/13/2019 _____	07/13/2019 _____	10/12/2019 _____
01/19/2019 _____	04/20/2019 _____	07/20/2019 _____	10/19/2019 _____
01/26/2019 _____	04/27/2019 _____	07/27/2019 _____	10/26/2019 _____
02/02/2019 _____	05/04/2019 _____	08/03/2019 _____	11/02/2019 _____
02/09/2019 _____	05/11/2019 _____	08/10/2019 _____	11/09/2019 _____
02/16/2019 _____	05/18/2019 _____	08/17/2019 _____	11/16/2019 _____
02/23/2019 _____	05/25/2019 _____	08/24/2019 _____	11/23/2019 _____
03/02/2019 _____	06/01/2019 _____	08/31/2019 _____	11/30/2019 _____
03/09/2019 _____	06/08/2019 _____	09/07/2019 _____	12/07/2019 _____
03/16/2019 _____	06/15/2019 _____	09/14/2019 _____	12/14/2019 _____
03/23/2019 _____	06/22/2019 _____	09/21/2019 _____	12/21/2019 _____
03/30/2019 _____	06/29/2019 _____	09/28/2019 _____	12/28/2019 _____

Season: 05/25/2019-09/07/2019 _____	June: 06/01/2019-06/29/2019 _____	(4 Weeks)
1 st Half: 05/25/2019-07/20/2019 _____	July: 06/29/2019-07/27/2019 _____	(4 Weeks)
2 nd Half: 07/20/2019-09/07/2019 _____	Aug: 08/03/2019-08/31/2019 _____	(4 Weeks)
May: 05/04/2019-06/01/2019 _____ (4 Weeks)	Sept: 08/31/2019-09/28/2019 _____	(4 Weeks)
	Oct: 09/28/2019-10/26/2019 _____	(4 Weeks)

PHIL MURPHY
Governor
KIM GUADAGNO
Lt. Governor

STATE OF NEW JERSEY OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW & PUBLIC SAFETY
Division on Civil Rights P.O. Box 089, Trenton NJ 08625-0089

PAULA T. DOW
Attorney General
CHINH Q. LE, ESQ. .
Director

DATE: July 2010
TO: Real Estate Agents, Brokers and Owners of Real Property in New Jersey
FROM: Paul 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 is to help you comply with the New Jersey Law Against Discrimination ("LAD") and federal laws which prohibit discrimination in the sale or rental of real property.

Together, the LAD and the 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, marital status, affectional or sexual orientation, familial status, actual or perceived physical or mental disability, ancestry or nationality. (Note: "familial status" refers to families with a child or children under 18 years old and/or pregnant women. "Disability" included 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 which 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 is permitted;
3. The 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;
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 disabled, blind or deaf tenant;
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 or the household of his/her family at the time of such rentals;
2. The rental of a room or rooms to another person or persons by the owner or occupant of a one-family dwelling occupied by him/her as his/her residence or the household of his/her family at the time of such 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) or 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).

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 NJ Law Against Discrimination, Respondents who violated 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 Web site at www.NJCivilRights.org or contact the Division on Civil Rights, **Housing Hotline** toll free at **(866)-405-3050**. Please contact the Division if you desire securing the services of a Division trainer on the subject of housing discrimination.

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 the 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.

Sincerely yours,

PAULA T. DOW , ATTORNEY GENERAL

CHINH Q. LE, DIRECTOR