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## RENTAL LISTING AGREEMENT TERMS & CONDITIONS

**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 \$70.00 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 \$3000.00), 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 \$3,000.00 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.

**15. Renewal** - The terms and conditions of this listing agreement will be renewed on December 31<sup>st</sup>, each year after the execution of this agreement, unless cancelled in writing by the Owner or Monihan Realty, Inc. The terms and conditions of this listing agreement may not be modified or altered unless by the written authorization and agreement of each party.

**16. Beach Tags** - Monihan Realty, Inc. does not encourage or recommend that Owners provide beach tags because beach tags are often lost or misplaced by Tenants, or if they are promised, the Tenants are upset when they are not in the property. Monihan Realty, Inc. has been advising Tenants that beach tags may or may not be in the property and are not guaranteed even if Owners refer to supplying them. If you are going to provide beach tags, please do so at your own risk. Although we want to accommodate you and your Tenants, we cannot facilitate the retrieval or replacement of beach tags.

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.

*Christopher R. Monihan*

Owner's Signature

Date

Christopher R. Monihan, Broker of Record

05/21/2025