

BERGER REALTY
RENTAL LISTING AGREEMENT

PROPERTY INFORMATION

1. Address: _____
2. Unit/Floor: _____ Key #: _____
3. Unit Telephone Number: _____ Location: _____
4. Minimum Rental Period: _____ Days (multiples of 7)
5. Term of Listing: 1/1/2014 - 12/31/2014
6. Other Agencies (if any): _____
7. May we place a sign on your property? _____
Other Agency signs: _____ (max 3 signs per bldg.)

OWNER INFORMATION

1. Owner: _____
2. Make Checks Payable to: _____
3. Social Security/Federal I.D. #: _____
4. Mailing Address: _____

5. Email Address: _____
6. Phone: (H) _____ (W) _____
FAX: _____ Cell: _____

IN CASE OF EMERGENCY: (Contact the following)

1. Weekend Emergency # _____
2. Appliance Repair: _____
3. Plumber: _____
4. Cleaning: _____
5. A/C Repair: _____
6. Electrician: _____

TERRITORY AGENT:

Address: _____
Phone: _____ FAX: _____
Agent Email: _____
Office E-Mail: Rentals@BergerRealty.com

Please Initial One:

Berger Exclusive (12% Commission) _____
Includes exclusive renting and rental sign privileges for the year 2014 (subject to market rate)

Non Berger Exclusive (15% Commission) _____

Other Agents: _____

NOTE: Failure to initial choice above will result in a non-exclusive commission rate.

AMENITIES

NUMBER OF BEDROOMS: ___ NUMBER OF BATHS: ___ OCCUPANCY LIMIT: ___

S = Shared B = Phone Block C = Central Air or Coin Operated Washer/Dryer
w = window, y = yes, n = no (Please circle choice)

- | | | |
|--------------------------|---------------------|---------------------------|
| : : TELEVISION | : : TWIN BEDS | : : STORAGE ROOM |
| : : WASHER | : : DOUBLE BEDS | : : GARAGE/CARPORT [G C] |
| : : DRYER | : : QUEEN BEDS | : : GRILL |
| : : DISHWASHER | : : KING BEDS | : : OFFSTREET PARKING |
| : : MICROWAVE | : : SOFA BED (SIZE) | : : PHONE [B] |
| : : AIR CONDIT. (C OR W) | : : FUTON [S D Q] | : : Internet Access [W P] |
| : : PETS PERMITTED | : : BUNK BEDS | : : DVD [#__] |
| : : ELEVATOR | : : PORCH/DECK FURN | : : VCR [#__] |
| : : SMOKING | : : ROOF TOP DECK | : : DOCK/BOAT SLIP |
| : : EXCLUSIVE | : : OUTSIDE SHOWER | : : CEILING FANS [#__] |

Please initial Here _____

1. Owner authorizes Rental Agent to undertake repairs, replacement or cleaning up to a maximum of \$200.00 for each incident. For repair, replacements or cleaning exceeding this sum, Rental Agent must obtain permission of Owner. Rental Agent will endeavor to contact the owner and utilize the services of the above contractors for any such work.

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. In consideration of the services to be performed by **Berger Realty, Inc.**, the Owner does hereby authorize and give **Berger Realty, Inc.** a listing to lease this Property at the prices listed or for any other price for which the Owner may agree. 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 supplied the names of the other rental agencies where indicated.

3. Rental Payment Collection and Disbursement. **Berger Realty, Inc.** shall collect on behalf of Owner all rental payments and security deposits required (if applicable). All such funds shall be placed in **Berger 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 **Berger Realty, Inc.** Final balances and payments in full will be mailed to the owner 14 days after receipt of payment.

4. Commission. Owner agrees to pay **Berger Realty, Inc.** a commission of 15%. All payments are to be collected by **Berger Realty, Inc.** and the commission shall be deducted from the final payments of rent received by **Berger Realty, Inc.** In the event **Berger Realty, Inc.** has made a payment to the Owner, which the Tenant withdraws or otherwise cancels such that **Berger Realty, Inc.** never receives the funds, the Owner agrees to reimburse **Berger Realty, Inc.** for any such funds. **Berger Realty, Inc.** may deduct such reimbursement from any funds of Owner held or received by **Berger 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. Berger Realty, Inc. is not a property management company.** Owner is solely responsible for all Property inspections. In addition, in the event a tenant procured by **Berger Realty, Inc.** purchases or leases the Property from the Owner within two (2) years of the date of the lease, the Owner agrees to pay **Berger Realty, Inc.** a commission of 15% for the rental or 6% for the purchase. AS LESSOR AND/OR SELLER, YOU HAVE THE RIGHT TO INDIVIDUALLY REACH AN AGREEMENT ON 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.

5. Vacation Rental Damage (VRD) Plan- All rentals include a \$50 premium that the tenant will pay to **Berger Realty, Inc.** for a VRD (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 \$3,000), provided such damage is disclosed/reported by the tenant to **Berger 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 **Berger Realty, Inc.** within 3 days of the check-out date. **FOR ALL CLAIMS - THE OWNER MUST SUBMIT TO Berger 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 **Berger Realty, Inc.** by CSA Travel Protection and Insurance Services and **Berger Realty, Inc.** will disburse such funds accordingly. Certain terms and conditions apply. Full details of the VRD are contained in the Certificate of Insurance or Insurance Policy, and can be found on-line at <http://www.bergerrealty.com/vrdterms>. In the event the tenant chooses to not purchase the VRD, a standard Security Deposit of \$1,500 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 fourteen (14) days after termination of the lease unless otherwise directed by the Owner to the Rental Agent. The Owner is solely responsible for monitoring the condition of the Property and advising the Rental Agent, in writing, as to the disposition of the security deposit within 7 days of the termination of the lease. In the event of any dispute, the Owner authorizes the release of the Owners address and contact information. Owner hereby authorizes **Berger Realty, Inc.** to release the security deposit to the tenant as set forth in this listing agreement.

6. Non-refundable Tenant Processing Fee. The undersigned Owner understands and agrees that **Berger Realty, Inc.** under this contract may charge a non-refundable tenant-processing fee to the tenant under each lease. This fee represents the efforts of **Berger Realty, Inc.** in processing the rental application of the tenant. The undersigned Owner understands that **Berger Realty, Inc.** represents only the Owner in this rental transaction and the commission to **Berger Realty, Inc.** in this agreement as well as the tenant-processing fee represent compensation from both parties for the rental transaction. This fee will be deducted from the first payment made by the tenant.

7. Owner Indemnification. Owner hereby indemnifies **Berger 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 understands and agrees that **Berger Realty, Inc.** and its Agents are acting as Rental Agents Only and are not property managers.

8. Sign Authorization. Owner hereby grants **Berger Realty, Inc.** the authority to erect a rental sign on the Property. The Owner acknowledges that the Owner is aware of the Ocean City, New Jersey municipal ordinances governing real estate signs. The Owner further acknowledges that no other broker has been given the authority to place a real estate sign on the Property, which would result in A violation of the Ocean City, New Jersey ordinances governing real estate signs. The Owner is solely responsible for any and all violations of municipal ordinances in regard to the placing of real estate signs on the Property.

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.

10. Consumer Information Statement and Attorney General Memorandum. By signing this Listing Agreement, the 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. **Berger Realty, Inc.** intends, at this time, to work with you as an Owner/Landlord agent only.

11. Renewal. The terms and conditions of this listing agreement will be renewed on December 31st, each year after the execution of this listing agreement, unless cancelled in writing by the Landlord or **Berger Realty**. The terms and conditions of this listing agreement may not be modified or altered unless by the written authorization and agreement of each party.

Please Initial Here _____

Please Fill in Your Rental Rates

Next Year Rentals (Fill In)

- 01/04/2014 _____
- 01/11/2014 _____
- 01/18/2014 _____
- 01/25/2014 _____
- 02/01/2014 _____
- 02/08/2014 _____
- 02/15/2014 _____
- 02/22/2014 _____
- 03/01/2014 _____
- 03/08/2014 _____
- 03/15/2014 _____
- 03/22/2014 _____
- 03/29/2014 _____
- 04/05/2014 _____
- 04/12/2014 _____
- 04/19/2014 _____
- 04/26/2014 _____
- 05/03/2014 _____
- 05/10/2014 _____
- 05/17/2014 _____
- 05/24/2014 _____
- 05/31/2014 _____
- 06/07/2014 _____
- 06/14/2014 _____
- 06/21/2014 _____
- 06/28/2014 _____
- 07/05/2014 _____
- 07/12/2014 _____
- 07/19/2014 _____
- 07/26/2014 _____
- 08/02/2014 _____
- 08/09/2014 _____
- 08/16/2014 _____
- 08/23/2014 _____
- 08/30/2014 _____
- 09/06/2014 _____
- 09/13/2014 _____
- 09/20/2014 _____
- 09/27/2014 _____
- 10/04/2014 _____
- 10/11/2014 _____
- 10/18/2014 _____
- 10/25/2014 _____
- 11/01/2014 _____
- 11/08/2014 _____
- 11/15/2014 _____
- 11/22/2014 _____
- 11/29/2014 _____
- 12/06/2014 _____
- 12/13/2014 _____
- 12/20/2014 _____
- 12/27/2014 _____

Long Term Rentals (Fill In)

- | | |
|------------------------------|--------------------------------|
| 1. Season 5/24-9/6 _____ | 12. SuperBowl Wknd _____ |
| 2. 1st Half 5/24-7/26 _____ | 13. Pres Wknd 2/14-2/17 _____ |
| 3. 2nd Half 7/26-9/6 _____ | 14. Valentine Wknd _____ |
| 4. May _____ | 15. Easter 4/18-4/21 _____ |
| 5. June _____ | 16. Spring Block Party _____ |
| 6. July _____ | 17. Col. Wkd 10/10-10/13 _____ |
| 7. August _____ | 18. Indian Summer Wknd _____ |
| 8. September _____ | 19. Thnkgvng 11/26-11/30 _____ |
| 9. Yearly per month _____ | 20. Christmas 12/23-26 _____ |
| 10. Winter per month _____ | 21. 1st Night 12/30-1/1 _____ |
| 11. MLK Wknd 1/17-1/20 _____ | 22. Per Night-Off Season _____ |

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 certifies that this agreement is the entire and only agreement between the parties and cancels any previous agreements. This agreement can only be changed by a contract in writing signed by all parties.

IMPORTANT: PURSUANT TO CONTRACT LAW, WE CANNOT PROCESS ANY LISTING AGREEMENT UNLESS IT IS SIGNED.

Owner _____	Owner _____
Date _____	Date _____
Rental Agent _____	Date _____