

Marr Real Estate Agency

2121 Asbury Avenue P.O. Box 82

Ocean City, NJ 08226

www.MarrAgency.com



Dear ,

Thank you for making 2016 a successful rental season! With our valued vacation homeowners by our side, we were able to have a great 2016 season! The 2017 season is already rapidly approaching, and there are things we want to point out about our 2017 Listing Packet. Please see below for more information:

- **2017 Listing Form:** Please take the time to review the listing form for accuracy including Co-Op Brokers, Wi-Fi Info, Email Address, & Unit Amenities/Comments. Also, please fill in your desired 2017 rates using last year's rates as a guide.
- **Owner Access Letter:** This letter will include the log-in directions and credentials for our Owner Access Portal. Here you will be able to track your property's rentals, owner reservations, and financial statements.
- **Terms and Conditions of the 2017 Lease:** Please take time to review and retain these conditions as they are the same for every lease. We will only send the Confirmation/Signature Page for your signature as the terms are standard for every lease (retain 1 copy of the Confirmation/Signature Page, return 2 to the office).
- **Video Camera & Surveillance Equipment:** Please see new clause #18 as this newer, more readily accessible technology impacts your rental property and sheds light on potential privacy concerns.
- **IRS Form W-9 (If Applicable) & Required Disclosures:** Please fill out and return the included W-9 with your listing form (If Applicable). The New Jersey Real Estate Commission requires that we retain this form as we will be paying you rental income. If we already have your W-9 on file, this form will be omitted from your 2017 listing packet. Also please read and retain the Attorney General's Memorandum on Discrimination and Consumer Information Statement.

Marr Agency is progressing with the times! Please know we will be working toward using Electronic Signatures more for tenant leases and we are accepting Online Payments from tenants through a third-party vendor for our second season. Though these details may change, we strive to serve you with the same level of service we have been providing to our clients for 52 years. We thank you for your continued faith in us and value your continued business.

Sincerely,

The Marr Agency Staff

Michael J. Hoffman Broker/Owner



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<https://www.facebook.com/MarrAgency>

609-399-7036 (Local) 1-877-399-MARR (Toll Free) 609-399-4030 (Fax)

www.MarrAgency.com

Marr Real Estate Agency

2017 Rental Listing Agreement

www.MarrAgency.com

RENTAL PROPERTY INFORMATION:

Property Address: _____ Floor: _____ Unit: _____

Term of Listing: _____ Garage/Door Codes: _____

Does your condo building/association have a minimum rental period? Yes No If so, min #days: _____
Yes No

Rental Sign Permission: Yes No Unit Phone #: _____

Wi-Fi Name: _____ Wi-Fi Password: _____

Co-Listing Brokers: _____

Condo/Complex Name: _____ Property ID (Office Use): _____

OWNER INFORMATION:

Owner Name: _____ Tax ID #: _____

Checks Payable To: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address(es) _____

Home Phone #: _____ Work Phone #: _____

Cell Phone: _____ Local Phone #: _____

IN CASE OF EMERGENCY (Please Include Name and Number):

Electrician: Call Owner _____ Ph: _____

Plumber: Call Owner _____ Ph: _____

Air Conditioning Rep: Call Owner _____ Ph: _____

Appliance Repair: Call Owner _____ Ph: _____

Cleaner (Inc Cell #): Call Owner _____ Ph: _____

PROPERTY AMMENITIES:

_____ OCCUPANCY LIMIT

_____ # of BEDROOMS

_____ # of FULL BATHS

_____ # of HALF BATHS

Amenities:

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Loft | <input type="checkbox"/> King Beds | <input type="checkbox"/> Queen Beds | <input type="checkbox"/> Double Beds |
| <input type="checkbox"/> Single Beds | <input type="checkbox"/> Sofa Beds (Double) | <input type="checkbox"/> Sofa Beds (Queen) | <input type="checkbox"/> Sofa Beds (Single) |
| <input type="checkbox"/> Bunks | <input type="checkbox"/> Trundles | <input type="checkbox"/> Cribs | <input type="checkbox"/> Futons |
| <input type="checkbox"/> Pyramid Beds | <input type="checkbox"/> Cots | <input type="checkbox"/> Kitchen | <input type="checkbox"/> Full Size Refrigerator |
| <input type="checkbox"/> Mini Refrigerator | <input type="checkbox"/> Stove | <input type="checkbox"/> Oven | <input type="checkbox"/> Dishwasher |
| <input type="checkbox"/> Microwave | <input type="checkbox"/> Disposal | <input type="checkbox"/> Coffee Maker | <input type="checkbox"/> Toaster |
| <input type="checkbox"/> Toaster Oven | <input type="checkbox"/> Blender | <input type="checkbox"/> Lobster Pot | <input type="checkbox"/> Food Processor |
| <input type="checkbox"/> Dining Capacity | <input type="checkbox"/> Central A/C | <input type="checkbox"/> # of AC Units | <input type="checkbox"/> Window A/C |
| <input type="checkbox"/> Wall AC | <input type="checkbox"/> # of Ceiling Fans | <input type="checkbox"/> Gas Heat | <input type="checkbox"/> Electric Heat |
| <input type="checkbox"/> Oil Heat | <input type="checkbox"/> Phone Activated | <input type="checkbox"/> Phone Set | <input type="checkbox"/> Long Distance Block |
| <input type="checkbox"/> Washer | <input type="checkbox"/> Dryer | <input type="checkbox"/> W/D (Shared) | <input type="checkbox"/> W/D Coin Operated |
| <input type="checkbox"/> Iron | <input type="checkbox"/> Ironing Board | <input type="checkbox"/> Garage | <input type="checkbox"/> # of Parking Spaces |
| <input type="checkbox"/> # of TVs | <input type="checkbox"/> Cable TV | <input type="checkbox"/> Satellite TV | <input type="checkbox"/> # of VCRs |
| <input type="checkbox"/> # of DVDs | <input type="checkbox"/> Wifi | <input type="checkbox"/> Wired LAN | <input type="checkbox"/> Private Pool |
| <input type="checkbox"/> Community Pool | <input type="checkbox"/> Pool is heated | <input type="checkbox"/> Outside Shower | <input type="checkbox"/> Indoor Pool |
| <input type="checkbox"/> Outdoor Pool | <input type="checkbox"/> Private Hot Tub | <input type="checkbox"/> Community Hot Tub | <input type="checkbox"/> Private Whirlpool/Jet Tub |
| <input type="checkbox"/> Wood Fireplace | <input type="checkbox"/> Gas Log Fireplace | <input type="checkbox"/> Pool Table | <input type="checkbox"/> Tennis Facilities |
| <input type="checkbox"/> Ping Pong Table | <input type="checkbox"/> Private Exercise Room | <input type="checkbox"/> Comm. exercise Room | <input type="checkbox"/> BBQ Charcoal |
| <input type="checkbox"/> BBQ Gas | <input type="checkbox"/> BBQ Electric | <input type="checkbox"/> Vacuum | <input type="checkbox"/> Baby Equipment |
| <input type="checkbox"/> Elevator | <input type="checkbox"/> Linens Provided | <input type="checkbox"/> Beach Equipment | <input type="checkbox"/> Basketball Goal |
| <input type="checkbox"/> Game Room | <input type="checkbox"/> Den | <input type="checkbox"/> Balcony | <input type="checkbox"/> Rooftop Deck |
| <input type="checkbox"/> Enclosed Outside Shower | <input type="checkbox"/> Storage Area | <input type="checkbox"/> Air Mattress | <input type="checkbox"/> Bunk - Double |
| <input type="checkbox"/> Evaporative Cooler | <input type="checkbox"/> Crock Pot | <input type="checkbox"/> Keurig | <input type="checkbox"/> Tenant Brings Linens |
| <input type="checkbox"/> Handicap Grab Bars | <input type="checkbox"/> Walk in Shower | <input type="checkbox"/> Blankets | <input type="checkbox"/> # of Bicycles |
| <input type="checkbox"/> # of Boat Dock/Slips | <input type="checkbox"/> Sun/Open Deck | <input type="checkbox"/> Deck Furniture | <input type="checkbox"/> Open/Covered Porch |
| <input type="checkbox"/> Patio | <input type="checkbox"/> Handicap Access | <input type="checkbox"/> Handicap Interior | <input type="checkbox"/> 1st Floor Bedroom |

Parking Comments:

General Comments for the Marr Agency's Internal Records:

PROPERTY COMMENTS:

Please enter comments here to be displayed on our website. This will help share information about the unique features of your home and also neighborhood. Feel free to email these to marroffice@gmail.com

Terms and Conditions of the Rental Listing Agreement

1. RIGHT TO LEASE: This right to lease shall remain in effect until cancelled in writing by either party, such cancellation effective upon receipt of notice. In consideration of the services to be performed by Marr Agency, Realtor, herein called Realtor, the owner or owners, herein called Lessor, do hereby authorize and give the Realtor a Listing to lease this property at the price listed or for any other price to which the Lessor hereunder may consent. The Lessor agrees to assist and cooperate in such lease.

2. AUTHORIZED AS OWNERS: : All persons signing this Agreement represent that they are either the owners or authorized by the owners to sign this authorization and that they have the legal right to lease the said property. They also acknowledge receipt of a Summary of the N.J. Law Against Discrimination prepared by the Attorney General of New Jersey.

3. COMMISSION CLAUSE: If, before the expiration date hereof, said premises are rented to any prospect introduced by the Realtor, the Lessor agrees to pay the Realtor a 12 % commission, which shall be deducted from each installment of rent. No commission shall be earned if Lessor or other Realtor effects a lease to a party or parties not introduced by Marr Agency, Realtor. Lessor acknowledges that the commission is paid for the purpose of securing tenants and does not include property management services. In addition, Lessor agrees to pay Marr Agency their prevailing rate of commission on this lease and any renewals within two years of lease expiration to the herein named tenant, his relatives, heirs, or assigns. If the tenant, his relatives, heirs, or assigns should purchase the leased premise, or a portion of the building thereof, within two years from the expiration of the tenancy, owner agrees to pay Marr Agency a commission of 6% of the purchase price. Said commission shall be due and payable at the time of settlement.

4. REPORTING OF LEASES: The Lessor further agrees to notify Marr Agency, Realtor prior to removing any time period from the rental market. Until receipt of such notice, a lease written by Marr Agency, Realtor shall take priority over a lease written by the Lessor.

5. OCCUPANCY LIMIT: The property listed has complete accommodations for sleeping (excluding linens) and dining which are adequate to handle the maximum occupancy limited stated.

6. CONDITION OF PROPERTY: The 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.

7. EMERGENCY REPAIRS: I authorize Marr Agency, Realtor to order emergency repair, replacement, or cleaning service for the property up to \$200 for each incident. The Realtor will endeavor to contact the Lessor and utilize the services of the lessor's designated contractors for any such work.

8. VACATION RENTAL DAMAGE PROTECTION (VRDP): All rentals include a \$50 premium that the tenant will pay to Marr Agency for a VRDPP (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 \$1,500), provided such damage is disclosed/reported by the tenant to Marr Agency 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 Marr Agency within 3 days of the check-out date. **FOR ALL CLAIMS - THE OWNER MUST SUBMIT TO Marr Agency 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 Marr Agency by CSA Travel Protection and Insurance Services and Marr Agency will disburse such funds accordingly. Certain terms and conditions apply. Full details of the VRDPP are contained in the Certificate of Insurance or Insurance Policy, and can be found on-line at www.MarrAgency.com. In the event the tenant chooses to not purchase the VRDPP, a standard Security Deposit of \$1,500 will be charged to the tenant.

9. RETURN OF SECURITY DEPOSIT (If Applicable): Owner shall have fourteen (14) days from the completion of the tenancy to object to the return of the security deposit (if applicable) to the tenant and ninety (90) days from completion of tenancy in which to object to the return of the phone/utility deposit. Failure to object within the time period(s) will result in an automatic return of the security deposit and or phone/utility deposit to tenant.

10. SECURITY DEPOSIT DISPUTES: In the event of any dispute over entitlement to any security deposit held by Marr Agency, Inc., Realtor as escrow agent, Lessor agrees that such deposit shall be held by Marr Agency, Realtor until such time as such dispute is resolved or as otherwise ordered by a court of competent jurisdiction.

11. ASSOCIATED DOCUMENTS: Owner acknowledges reading the Memorandum of the Attorney General of New Jersey

regarding the New Jersey Law against Discrimination and Federal Fair Housing Law and also the Consumer Information Statement. Both documents may be viewed in their entirety and downloaded at www.MarrAgency.com. Marr Agency intends, at this time, to work with you as an owner/landlord agent only.

12. NON-REFUNDABLE TENANT PROCESSING FEE: The undersigned Owner understands and agrees that Marr Agency under this contract may charge a non-refundable tenant-processing fee to the tenant under each lease. This fee represents the efforts of Marr Agency in processing the rental application of the tenant. The undersigned Owner understands that the realtor represents only the Owner in this rental transaction. The tenant processing fee represents compensation from the tenant for the rental transaction. This fee will be deducted from the first payment made by the tenant.

13. OWNER INDEMNIFICATION: Owner hereby indemnifies Marr Agency 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 Marr Agency to release the security deposit to the tenant as set forth in this listing agreement. Owner understands and agrees that Marr Agency and its Agents are acting as Rental Agents Only and are not property managers.

14. SIGN AUTHORIZATION: The owner, if Yes checked above, has granted Realtor permission to erect a rental sign on the property. The Lessor acknowledges that the Lessor is aware of the Ocean City, NJ municipal ordinances governing real estate signs. The Lessor is solely responsible for any and all violations of municipal ordinances in regard to the placing of real estate signs on the property.

15. RENTAL PAYMENT COLLECTION AND DISBURSEMENT: Marr Agency shall collect on behalf of Owner all rental payments and security deposits and fees required. All such funds shall be placed in Marr Agency'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 Marr Agency. Final balances and payments in full will be mailed to the owner 14 days after receipt of payment.

16. ONLINE PAYMENT CHARGE BACKS: 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, then the owner shall return to Marr Agency all monies received from that payment. By definition written by the N.J. 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.

17. CANCELLATION POLICY: All requests by the Tenant to cancel a lease must be made in writing to Marr Agency, regardless of the status of lease signature(s). Cancellation requests must be faxed, emailed, or mailed to Marr Agency.

- A. Cancellation Prior to Receipt of Fully Executed Lease:** If tenant notifies Marr Agency of a need to cancel the lease prior to receipt of a fully executed lease signed by the Landlord, we will refund the tenant's payment (less non-refundable Processing Fee) and cancel the reservation.
- B. Cancellation After Receipt of Fully Executed Lease:** If tenant notifies Marr Agency of a need to cancel the lease after we have received a fully executed copy of the lease from the owner, a refund will be subject to the property re-renting. We will attempt to re-rent the property, but no refund will be given and tenant will continue to be responsible for the full amount of the rental under the terms, conditions, and payments of the lease.
- C. Refunds to the Tenant:** If the property re-rents at full price, a refund will be sent to the tenant (less non-refundable Processing fee) once the landlord has received payment and an executed lease for the replacement reservation. If the property is not re-rented for full price, the difference will be due from the Tenant and/or be deducted from the deposit. Additionally, if the landlord decides to use the period of time from the cancelled lease for his or her own use and does not actively list the week as available leading up to the check in date, they agree to refund the tenant in full.

18. VIDEO CAMERAS & SURVEILLANCE EQUIPMENT: Marr Agency recommends that all interior video and other surveillance equipment be removed before any tenant occupies the property. If you have this equipment outside the property (or inside during the off-season), it should be clearly posted that area is under surveillance. If you desire to keep the equipment in the property while it is being occupied, Marr Agency suggests that you consult an attorney regarding your personal liability under both Federal and State Privacy Laws. If interior is under surveillance during occupancy, it is Marr Agency's policy that this be disclosed to the tenant prior to the tenant signing a lease.

Weekly 2017 Rental Rates:

2016	2017 Check-In Dates	2017
	January 07	
	January 14	
	January 21	
	January 28	
	February 04	
	February 11	
	February 18	
	February 25	
	March 04	
	March 11	
	March 18	
	March 25	
	April 01	
	April 08	
	April 15	
	April 22	
	April 29	
	May 06	
	May 13	
	May 20	
	May 27	
	June 03	
	June 10	
	June 17	
	June 24	
	July 01	

2016	2017 Check-In Dates	2017
	July 08	
	July 15	
	July 22	
	July 29	
	August 05	
	August 12	
	August 19	
	August 26	
	September 02	
	September 09	
	September 16	
	September 23	
	September 30	
	October 07	
	October 14	
	October 21	
	October 28	
	November 04	
	November 11	
	November 18	
	November 25	
	December 02	
	December 09	
	December 16	
	December 23	
	December 30	

Other 2017 Rental Rates:

Full Season 5/28/2017 to 9/10/2017	
1st Half 5/28/2017 to 7/23/2017	
2nd Half 7/23/2017 to 9/10/2017	

Yearly Rate (per month)	
Winter Rate (per month)	
Offseason Weekend (3 night min)	

The lessor acknowledges that they have read all pages of this listing agreement, understands the contents, viewed additional items available on www.MarrAgency.com/home, warrants the accuracy of all property and personal information, and that no agreement or conditions exist, other than those contained herein.

IMPORTANT: Pursuant to contract law, we cannot process any Listing Agreement unless it is signed.

Owner Date

Owner Date