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Year Round/Seasonal Rental Listing Agreement

BETWEEN: Cabrera Coastal Real Estate, LLC (**CCRE**) a licensed Real Estate Broker in the State of New Jersey, it's members, employees and agents (referred to as "Rental Agent") **And:**

Owner Name (s): (the "Owner") _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

E-Mail: _____

Cell Phone : _____ Text: Y or N / Other Phone: _____

For the Property located (the "Property"):

Address: _____ Unit: _____

City: _____ State _____ Zip _____

Building Name/ Association: _____

Type of Property: _____

The terms of the Rental Listing Agreement are as follows:

1.) **Term:** CCRE is the Rental Agent for the above listed property. This Agreement will begin on the date signed and end when you terminate the listing, in writing, 60 days prior to termination date. Rental Agent is authorized to market and enter into leases/reservations on behalf of the owner, for the available time period indicted on the completed availability calendar. Owner agrees to pay Rental Agent a commission of **12% (twelve)**. All payments are to be collected by the Rental Agent and commission shall be deducted from each installment of rent received by the Rental Agent. Owner understands/agrees the commission fee is solely for the purpose of securing tenants and does not include Property Maintenance services provided by Cabrera Property Management (a separate company owned by same Members).

2) **Cancellation:** Either party has the right to terminate this Agreement. Notification of cancellation of this Agreement must be received in writing. In the event this Agreement is canceled by the owner or is canceled due to non-compliance of the Owner of the terms listed, the Owner shall be subject to a \$500 cancellation fee. If leases have been procured for the property prior to the cancelled agreement, the Owner **must honor** all terms and conditions, including but not limited to commission & cleaning as outlined in this Agreement.

The Property shall be available for inspection to prospective sales, rental customers, Rental Agent staff, and appointed contractors, during normal business hours, even when occupied, without requiring the consent or notification of Owner.

4) Rental Payment Collection and Disbursement: Rental Agent shall collect on behalf of Owner all rental payments and security deposits required. All such funds shall be placed in the Rental Agent's Escrow Account in the name of Tenant. Rental checks and monthly statements will be mailed on or about 15 days after the end of the month of all checked out rentals. Monthly statements will outline all deductions to the rental proceeds.

5) Commission: Owner agrees to pay Rental Agent a commission of **12% (twelve)**. All payments are to be collected by the Rental Agent and the commission shall be deducted from each installment of rent received by the Rental Agent. Owner understands/agrees that the commission fee is solely for the purpose of securing tenants and does not include Property Maintenance services provided by Cabrera Property Management (a separate company owned by same Members). Owner understands and agrees that tenants procured by the Rental Agent shall remain the clients of the Rental Agent. Rental Agent shall be entitled to receive commission for any rental agreement entered into between Owner and Tenant. In addition, in the event a tenant procured by the Rental Agent purchases or leases the Property from the Owner within one (1) year of the date of the lease, the Owner agrees to pay the Rental Agent the same commission as outlined in item #1 of this Agreement for lease 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.

6) Rental Rates and Length of Occupancy: Rental rates and length of occupancy shall be outlined and agreed upon by all parties. In the event an agreement cannot be reached regarding rates and length of stay this Agreement shall be null and void.

7) Relocations: It is Rental Agent's policy to not move a tenant after a reservation is confirmed. In rare circumstances, *and subject to the approval of the change by the tenant and availability*, Rental Agent will relocate the tenant. Rental Agent reserves the right to charge Owner a rate of **\$500.00** for any occupant move required. In the event an occupant, upon arrival at the Property, notifies Rental Agent that the Property is unsatisfactory to the occupant for any reason, Rental Agent has the right, in Rental Agent's sole discretion, to relocate the occupant to another property and Owner shall have no claim against Rental Agent for lost profits resulting from such relocation.

8) Security Deposit: The Owner understands and agrees that the security deposit may be automatically refunded thirty (30) days after termination of the lease unless otherwise directed by the Owner to the Rental Agent in writing. 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 the time period required. If damage is done to the premises that exceed the security and/or tenant does not pay rent timely, Owner will be notified. However, any legal or court action permissible in the State of New Jersey, including attorney's fees, will be the responsibility of the Owner. Rental Agent reserves the right to charge for any time associated with same.

9) Owner Indemnification; Liability: Owner hereby indemnifies Rental Agent, to the fullest extent permitted by law, 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, and from liability from personal injury or property damage suffered by any tenant, guest, invitee of tenant or other person whomsoever, unless caused by the gross negligence of Rental Agent. Owner hereby authorizes the Rental Agent to release the security deposit to the tenant as set forth in this Listing Agreement. Owner understands and agrees that the Rental Agent is acting as a Rental Agent only and is not a manager of the Property. Rental Agent is not liable to the Owner for the fulfillment of any terms of payment of a lease. Rental Agent cannot be held liable for any work or services performed by third parties, such as independent contractors, handymen, or companies including, but not limited to, carpet cleaning, appliance repair, etc. Rental Agent is not responsible and cannot be held liable for any damage to real or personal property or any stolen items.

10) Sign Authorization: Owner hereby grants Rental Agent the authority to place a rental sign on the Property, unless the complex or property does not permit signage.

11) Multiple Listing Service: Rental Agent _____ will, or ____ will not advertise the Property for rent on any or all multiple listing systems of which Rental Agent is a member.

12) Condition of Property: Owner represents and warrants that the Property is habitable and is in compliance and will continue to comply and keep habitable the unit(s) 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 is required to provide all licensing and permits required at the Federal, State and Local levels. Owner is solely responsible for all Property inspections.

13) Consumer Information Statement: By signing this Listing Agreement, the Owner acknowledges receipt of the Consumer Information Statement on New Jersey Real Estate Relationships, which is incorporated herein by reference. Cabrera Coastal Real Estate, LLC intends to work with you as a transactional broker only.

14) Attorney General Memorandum: Owner acknowledges receipt of the Memorandum of the Attorney General of New Jersey regarding the New Jersey Law Against Discrimination and Federal Fair Housing Law, which is incorporated herein by reference.

15) Child Protection Window Guard: Owner acknowledges receipt of a copy of NJAC 5:10-27.1 concerning Owners obligations with regard to child protection window guards.

16) Repairs and Maintenance: The Owner is responsible for providing the required fixtures for the Property. Inventory must be in the Property prior to the first occupancy. Owner authorizes Rental Agent to purchase missing inventory items and arrange for repairs and replacement of fixtures deemed necessary for the marketing or occupancy of the Property. Any purchases or repairs shall be invoiced on the Owners' statement or billed directly to the Owner.

17) **Refunds:** Rental Agent may, at its discretion, refund occupants for circumstances or conditions which adversely affect the occupancy of the Property, including, but not limited to, air conditioning, heating, hot water heater, and any appliance failure. Owner hereby grants Rental Agent full authorization to make said decision and hereby waives and releases Rental Agent from any and all claims relating to same.

18) **Maintenance Rates:** If applicable, Owner agrees to the Cabrera Property Management, LLC Maintenance rates for work needed in the unit before, during or after a guest stay or at Owner's request.

Work orders, special projects, outside of contract work	Standard Rate Per Hour	Emergency Rate Per Hour
Skilled/Professional/Owner	\$55	\$125
Unskilled Job/Laborer/Maintenance Staff	\$50	\$75
Minimum Charge Per Visit	\$50	

19) **Homeowner's Insurance:** During the term of this Agreement, Owner, at its sole cost and expense, shall carry and maintain adequate liability, property and casualty insurance on the Property. Such insurance shall have liability coverage in the amount of at least \$500,000.00 per occurrence. Owner shall provide Rental Agent with a Certificate of Insurance stating that the insurance policy is in force and effect and cannot be cancelled without at least sixty days prior notification by the insurer. It is recommended that the Owner speak with its insurance agent about content, renters, and loss of revenue coverage.

20) **Notice of Agreement to Potential Buyers:** Owner shall advise any prospective purchaser of the Property of the terms of this Agreement.

21) **Credit Cards:** By signing this Listing Agreement, Owner acknowledges its approval to accept credit card payments for deposits and payments on rentals from tenants.

22) **Miscellaneous:**

Waiver: Failure to enforce any provision of this Agreement shall not prevent enforcement of such provision at a later time.

Binding Effect; Assignment: This Agreement is binding on the parties and their respective successors, assigns, heirs, executors, administrators and personal representatives. If more than one person signs this Agreement, then each person agrees to be jointly and severally liable for the obligations under this Agreement. This Agreement may not be assigned without the written consent of Rental Agent.

Initial: _____

Severability: If any provision of this Lease is unenforceable, the rest of the Lease will be unaffected. Captions in this Agreement are for convenience only and not to be considered when interpreting the meaning of any part of this Agreement.

Applicable Law; Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Each Party hereto hereby irrevocably submits to the jurisdiction of the Superior Court of New Jersey, Cape May County.

Counterparts / Facsimile: This Agreement may be executed in any number of counterparts, including counterparts transmitted by facsimile, which shall constitute an original of this Agreement.

The undersigned acknowledges that they have read all the pages of this Year Round/Seasonal Listing Agreement including the Homeowners Guide and warrant the accuracy of all statements and information contained herein and is authorized to enter into this Agreement. 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 an instrument in writing signed by all parties.

OWNER: _____ DATE: _____

OWNER: _____ DATE: _____

AGENT: _____ DATE: _____

Following this signature page are attachments and documents made part of this Agreement, please complete and submit with the Listing Agreement.

Property Information for Unit # _____

(Please make copies of this if there are more than 1 unit at same address)

of Bedrooms: _____ # of Full Baths: _____ # of 1/2 Baths: _____ # of 3/4 Baths _____ Maximum Occupancy: _____

Bedroom	Type of Bedding (#)	Electronics	Baths
Master	___Twin ___Full ___Queen ___King	___TV ___DVD___VCR	___Full___1/2___Shared
2nd BR	___Twin ___Full ___Queen ___King	___TV ___DVD___VCR	___Full___1/2___Shared
3rd BR	___Twin ___Full ___Queen ___King	___TV ___DVD___VCR	___Full___1/2___Shared
4th BR	___Twin ___Full ___Queen ___King	___TV ___DVD___VCR	___Full___1/2___Shared
5th BR	___Twin ___Full ___Queen ___King	___TV ___DVD___VCR	___Full___1/2___Shared

This unit is unfurnished : Y or N Pets: Y or N Smoking: Y or N

<p>Check all appl:</p> <input type="checkbox"/> Living Room <input type="checkbox"/> Dining Room DR Capacity____ <input type="checkbox"/> Full Kitchen <input type="checkbox"/> Apt Kitchen <input type="checkbox"/> Galley Kitchen <input type="checkbox"/> Den <input type="checkbox"/> Sun Deck <input type="checkbox"/> Balcony <input type="checkbox"/> Storage Closet <input type="checkbox"/> Game Room <input type="checkbox"/> Exercise Room <input type="checkbox"/> Pvt <input type="checkbox"/> Public <input type="checkbox"/> Yard <input type="checkbox"/> Level <input type="checkbox"/> Fenced <input type="checkbox"/> Private <input type="checkbox"/> Lawn <input type="checkbox"/> Elevator	<p>Kitchen Features:</p> <input type="checkbox"/> Mini refrigerator <input type="checkbox"/> Full-size fridge <input type="checkbox"/> Microwave <input type="checkbox"/> Ice Maker <input type="checkbox"/> Dishwasher <input type="checkbox"/> Disposal <input type="checkbox"/> Oven <input type="checkbox"/> Stovetop <input type="checkbox"/> Toaster Oven <input type="checkbox"/> Food Processor <input type="checkbox"/> Toaster <input type="checkbox"/> Blender <input type="checkbox"/> Coffee Maker <input type="checkbox"/> Lobster Pot	<p>Utilities & Features:</p> <input type="checkbox"/> Utilities included <input type="checkbox"/> Utilities <u>not</u> included <input type="checkbox"/> Heat Type: ____ <input type="checkbox"/> Central Air/Heating <input type="checkbox"/> # Wall Units____ <input type="checkbox"/> # Window Units____ <input type="checkbox"/> # Ceiling Fans____ <input type="checkbox"/> # Standard Fans____ <input type="checkbox"/> Pool <input type="checkbox"/> Private <input type="checkbox"/> Public <input type="checkbox"/> Heated <input type="checkbox"/> Indoor <input type="checkbox"/> Hot Tub <input type="checkbox"/> Sauna <input type="checkbox"/> Kiddie Pool <input type="checkbox"/> Outside Shower	<p>Amenities:</p> <input type="checkbox"/> BBQ Grill Type: _____ <input type="checkbox"/> ADA Access <input type="checkbox"/> ADA Grab Bars <input type="checkbox"/> Iron <input type="checkbox"/> Ironing Board <input type="checkbox"/> Vacuum Cleaner <input type="checkbox"/> Baby Equipment <input type="checkbox"/> Beach Equipment <input type="checkbox"/> Beach Chairs <input type="checkbox"/> Beach Badges <input type="checkbox"/> Bar or Wet Bar <input type="checkbox"/> Tennis <input type="checkbox"/> Pool Table	<p>Miscellaneous:</p> <input type="checkbox"/> Tenant Brings Linens <input type="checkbox"/> Linens Provided <input type="checkbox"/> Cleaning Included <input type="checkbox"/> Maid Service <input type="checkbox"/> Ltd Maid Service <input type="checkbox"/> Guard on site <input type="checkbox"/> Wood Fireplace <input type="checkbox"/> Gas Fireplace
	<p>Amenities:</p> <input type="checkbox"/> Washer/Dryer <input type="checkbox"/> W/D Shared <input type="checkbox"/> W/D Coin-op	<p>Conditions:</p> <input type="checkbox"/> No smoking <input type="checkbox"/> No Pets <input type="checkbox"/> Pets Allowed	<p>Electronics:</p> <input type="checkbox"/> # TV's <input type="checkbox"/> # DVD players <input type="checkbox"/> # VCR's <input type="checkbox"/> Cable TV	<p>Property Codes:</p> <input type="checkbox"/> Entry _____ <input type="checkbox"/> Garage _____ <input type="checkbox"/> Lobby _____ <input type="checkbox"/> Elevator _____ <input type="checkbox"/> Other _____
				<p>Wireless wifi Name: _____ Password (WEP) _____</p>

I want to rent the above property YEAR ROUND : Monthly rate: \$ _____

I want to rent the above property SEASONALLY from _____ to _____ Rate:\$ _____

Charge Security Deposit in the amount of \$ _____

Initial: _____

Consumer Information Statement on New Jersey Real Estate Relationships

In New Jersey, real estate licensees are required to disclose how they intend to work with buyers and sellers in a real estate transaction. (In rental transactions, the terms “buyers” and “sellers” should be read as “tenants” and “landlords,” respectively.)

1. AS A SELLER’S AGENT OR SUBAGENT, I, AS A LICENSEE, REPRESENT THE SELLER AND ALL MATERIAL INFORMATION SUPPLIED TO ME BY THE BUYER WILL BE TOLD TO THE SELLER.

2. AS A BUYER’S AGENT, I, AS A LICENSEE, REPRESENT THE BUYER AND ALL MATERIAL INFORMATION SUPPLIED TO ME BY THE SELLER WILL BE TOLD TO THE BUYER.

3. AS A DISCLOSED DUAL AGENT, I, AS A LICENSEE, REPRESENT BOTH PARTIES, HOWEVER, I MAY NOT, WITHOUT EXPRESS PERMISSION, DISCLOSE THAT THE SELLER WILL ACCEPT A PRICE LESS THAN THE LISTING PRICE OR THAT THE BUYER WILL PAY A PRICE GREATER THAN THE OFFERED PRICE.

4. AS A TRANSACTION BROKER, I AS A LICENSEE, DO NOT REPRESENT EITHER THE BUYER OR THE SELLER. ALL INFORMATION I ACQUIRE FROM ONE PARTY MAY BE TOLD TO THE OTHER PARTY.

Before you disclose confidential information to real estate licensee regarding a real estate transaction, you should understand what type of business relationship you have with that licensee. There are four business relationships: (1) seller’s agent; (2) buyer’s agent; (3) disclosed dual agent; and (4) transaction broker. Each of these relationships imposes certain legal duties and responsibilities on the licensee as well as on the seller or buyer represented. These four relationships are defined in greater detail below. Please read carefully before making your choice.

SELLER’S AGENT

A seller’s agent **WORKS ONLY FOR THE SELLER** and has legal obligations, called fiduciary duties, to the seller. These include reasonable care, undivided loyalty, confidentiality and full disclosure. Seller’s agents often work with buyers, but do not represent the buyers. However, in working with buyers a seller’s agent must act honestly. In dealing with both parties, a seller’s agent may not make any misrepresentations to either party on matters material to the transaction, such as the buyer’s financial ability to pay, and must disclose defects of a material nature affecting the physical condition of the property which a reasonable inspection by the licensee would disclose. Seller’s agents include all persons licensed with the brokerage firm which has been authorized through a listing agreement to work as the seller’s agent. In addition, other brokerage firms may accept an offer to work with the listing broker’s firm as the seller’s agents. In such cases, those firms and all persons licensed with such firms are called “sub-agents.” Sellers who do not desire to have their property marketed through sub-agents should so inform the seller’s agent.

BUYER’S AGENT

A buyer’s agent **WORKS ONLY FOR THE BUYER**. A buyer’s agent has fiduciary duties to the buyer which include reasonable care, undivided loyalty, confidentiality and full disclosure. However, in dealing with sellers a buyer’s agent must act honestly. In dealing with both parties, a buyer’s agent may not make any misrepresentations on matters material to the transaction, such as the buyer’s financial ability to pay, and must disclose defects of a material nature affecting the physical condition of the property which a reasonable inspection by the licensee would disclose. A buyer wishing to be represented by a buyer’s agent is advised to enter into a separate written buyer agency contract with the brokerage

Initial: _____

Consumer Information Statement on New Jersey Real Estate Relationships—page 2

BUYER'S AGENT—CONT'D

firm which is to work as their agent. agent, brokerage firms must make written disclosure to both parties. Disclosed dual agency is most likely to occur when a licensee with a real estate firm working as a buyer's agent shows the buyer properties owned by sellers for whom that firm is also working as a seller's agent or sub-agent.

DISCLOSED DUAL AGENT

A disclosed dual agent WORKS FOR BOTH THE BUYER AND SELLER. To work as a dual agent, a firm must first obtain the **informed written consent** of the buyer and seller. Therefore, before acting as a disclosed dual agent, brokerage firms must make written disclosure to both parties. Disclosed dual agency is most likely to occur when a licensee with a real estate firm working as a buyer's agent shows the buyer properties owned by sellers for whom that firm is also working as a seller's agent or sub-agent. A real estate licensee working as a disclosed dual agent must carefully explain to each party that, in addition to working as their agent, their firm will also work as the agent for the other party. They must also explain what effect their working as a disclosed dual agent will have on the fiduciary duties their firm owes to the buyer and to the seller. When working as a disclosed dual agent, a brokerage firm must have the express permission of a party prior to disclosing confidential information to the other party. Such information includes the highest price a buyer can afford to pay and the lowest price the seller will accept and the parties' motivation to buy and sell. Remember, a brokerage firm acting as a disclosed dual agent will not be able to put one party's interests ahead of those of the other party and cannot advise or counsel either party on how to gain an advantage at the expense of the other party on the basis of confidential information obtained from or about the other party. If you decide to enter into an agency relationship with a firm which is to work as a disclosed dual agent, please sign a written agreement with that firm.

TRANSACTION BROKER

The New Jersey Real Estate Licensing Law does not require licensees to work in the capacity of an "agent" when providing brokerage services. A transaction broker works with a buyer or a seller or both in the same sales transaction without representing anyone. **A TRANSACTION BROKER DOES NOT PROMOTE THE INTERESTS OF ONE PARTY OVER THOSE OF THE OTHER PARTY TO THE TRANSACTION.** Licensees with such a firm would be required to treat all parties honestly and to act in a competent manner, but they would not be required to keep confidential any information. A transaction broker can locate qualified buyers for a seller or suitable properties for a buyer. They can then work with both parties in an effort to arrive at an agreement on the sale or rental of real estate and perform tasks to facilitate the closing of a transaction. A transaction broker primarily serves as a manager of the transaction, communicating information between the parties to assist them in arriving at a mutually acceptable agreement and in closing the transaction, but cannot advise or counsel either party on how to gain an advantage at the expense of the other party. Owners considering working with transaction brokers are advised to sign a written agreement with that firm which clearly states what services that firm will perform and how it will be paid. In addition, any transaction brokerage agreement with a seller or landlord should specifically state whether a notice on the property to be rented or sold will or will not be circulated in any or all Multiple Listing System(s) of which that firm is a member.

YOU MAY OBTAIN LEGAL ADVICE ABOUT THESE BUSINESS RELATIONSHIPS FROM YOUR OWN LAWYER.

THIS STATEMENT IS NOT A CONTRACT AND IS PROVIDED FOR INFORMATIONAL PRUPOSES ONLY.

DECLARATION OF BUSINESS RELATIONSHIP

Cabrera Coastal Real Estate LLC , intends, as of this time, to work with you as a: (indicate one of the following):

- Seller's agent. (for Sellers and Landlords)
- Buyer's agent.
- Seller's agent and disclosed dual agent if the opportunity arises.
- Buyer's agent and disclosed dual agent if the opportunity arises.
- Transaction broker.

Signed: _____
Property Owner

DATE: _____