



6201 New Jersey Avenue
Wildwood Crest, NJ 08260
Phone: 609.729.8840
www.cabrerarealty.com

Island Wide

Serving:

- ♦ *Diamond Beach*
- ♦ *Wildwood Crest*
- ♦ *Wildwood*
- ♦ *North Wildwood*

Homeowner Rental Guide and Listing Agreement

We're Real Estate & more. We're your friends at the shore!



6201 New Jersey Avenue
Wildwood Crest, NJ 08260
Phone: 609.729.8840
Fax: 609-729-8844
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Dear Rental Home Owner,

We would like to take this opportunity to thank you for your interest in our rental program.

This guide offers the "tools" necessary for successful rental management. You will see that our dedication in providing exceptional services to both homeowner and our guests is the basic philosophy of our company. We strive to provide a "hassle free" approach to rental management. This is conveyed to our guests as well, ensuring them a quality vacation rental, in which, any issue that may arise is handled in a professional, timely fashion.

Innovative advertising, broad quality services, and customer satisfaction lead to success!

Whether you are looking to buy or sell property, rent your investment home, or need property management services, Cabrera Realty, LLC has a program to meet your real estate needs.

Thank you for your business!

Don *Jeanine*

Don & Jeanine Cabrera, Owners

Cabrera Realty, LLC

Homeowner Rental Guide

Cancellation Policy

In the event of a cancellation by a tenant the following policy will apply: **30 days or more (prior to arrival date)**, deposit shall be refunded to tenant less the administration fee and \$100.00 cancellation fee payable to the Broker.

*Security deposits are refunded in full to the tenant in the event of a cancellation.

Under no circumstances may an owner cancel a reservation that has been placed by Cabrera Realty, LLC ("Cabrera Realty"). The only exception is in the event the property sustains catastrophic damage, leaving the property uninhabitable.

Tenant Security Deposits

A **minimum** \$200.00 security deposit is collected on all reservations/leases. Security deposits are escrowed by Cabrera Realty in a non-interest bearing escrow account. The purpose of the security deposit is to protect the owner against misuse and damage to the property.

In the event the tenant chooses to purchase **Property Damage Protector Insurance** offered in conjunction with our tenant services, Cabrera Realty will waive the security deposit as the tenant has obtained insurance to cover the cost of any possible misuse or accidental damage. As an additional precaution Cabrera Realty obtains a Credit Card for each tenant in case insurance does not cover certain damages.

In the event the owner or owner's contractor discovers the damage, owner must notify Cabrera Realty within 1 week of the tenant's departure as to the nature of the problem. The owner must provide Cabrera Realty with a statement of the issue, photos and any and all bills, invoices, or receipts incurred as a result of the problem. As required by law we must provide the tenant with this information within 30 days of their departure. It is at the owner's discretion as to whether Cabrera Realty will facilitate the repair or replacement in conjunction with our Maintenance Program (outlined at the end of this section), or to coordinate the repair with outside contractors.

In the rare occurrence the cost of the damage/repair exceeds the security deposit we will attempt to collect the remaining balance from the tenant. If we are unable to collect said funds, the owner will be responsible for the additional cost of the repair/replacement or be responsible for collection of the funds from the tenant directly. Cabrera Realty is not responsible for the collection or payment of said funds.

Cabrera Realty will not retain security deposit funds unless it can be determined, **with certainty**, that the tenant caused the damage. Deductions will not be made from security deposits for **normal wear and tear**. Normal wear and tear would include, but not be limited to, small stains/spots on carpeting, marks on walls, sofa bed frames, small tears in screens, scratches/spots on counter tops, adjustments to vertical blinds/window coverings, dirty upholstery, damaged drawer slides, broken locks/handles/knobs, etc.

Rental Schedule

All vacation homes will be placed on either a Saturday to Saturday, or Sunday to Sunday rental schedule. Cabrera Realty will advise the owner of the schedule upon acceptance of the rental listing.

Check In and Check Out

Check in and Check out will occur at the Cabrera Realty office. Check in is between 3pm and 5pm on the indicated date of arrival. Check out is no later than 10am on the date of departure. All owner occupancy and/or owner clients must adhere to the same Check in/Checkout times.



Homeowner Rental Guide page 2

Rental Rates

Rental rates will be determined by the vacation homeowner, with guidance from Cabrera Realty. Cabrera Realty encourages our vacation homeowners to complete the rate schedule and provide nightly rates as well as weekly and/or seasonal pricing. If an owner chooses to list their property with other local real estate brokers, you must indicate this on page 15 of this document. Owner agrees to offer the same prices to provide fair rental opportunities for all brokers. Should differing prices be evident, Cabrera Realty reserves the right to adjust owner rates accordingly. Any owner marketing for a seasonal tenant will be advertised in that manner until June 1st. In the event a seasonal tenant has not been secured, the vacation rental will be added to the weekly rental program and advertised in that manner. If you do not desire nightly rentals, leave the nightly rental amount blank on the rate schedule for the applicable season. Please be aware that if nightly rental amounts are not provided to Cabrera Realty the vacation home will not be included in nightly promotions and packaging geared to shorter stays.

Availability Calendar

The vacation homeowner agrees to make at least 4 prime season weeks available to Cabrera Realty for rental. Prime season is defined as July and August. Please strike all unavailable dates on the enclosed availability calendar.

Upon receiving the listing package, Cabrera Realty will block the dates the owner has requested. Cabrera Realty will provide the owner with a web link, username, password, and instructions to access the availability calendar. **IT IS THE OWNER'S RESPONSIBILITY TO CHECK AVAILABILITY AND BLOCK ANY UNAVAILABLE DATES FOR THEIR USE OR THE USE OF THEIR TENANT!** The availability calendar is directly connected to our rental software and is utilized to determine what properties are available for the requested time period. All unblocked time periods are considered available for rental and will be marketed accordingly as our software offers real time availability to our clients.

In the event the owner is unable, for any reason, to maintain their availability calendar the owner **must fax (609-729-8844) or email (rentals@cabrerarealty.com) a Cabrera Realty rental agent** in order to verify availability or to block requested dates.

If the vacation homeowner has listed their property with additional agencies for rental, it is the homeowner's responsibility to update their online availability calendar or notify Cabrera Realty of any outside agency reservations. These outside agencies should also notify Cabrera Realty by fax of any rentals. Cabrera Realty will email the **owner** and any outside agencies upon securing a reservation and will update the online availability calendar accordingly.

Property Compliance

Owner certifies his property meets all fire codes for renting and complies with all applicable federal, state and local laws and ordinances. Please provide our office with a copy of the Mercantile License and/or fire inspection as required. If owner is uncertain of requirements, please contact our office. Owner is to provide Cabrera Realty with a copy of any/all rules & regulations of condo and/or homeowners associations and/or pool, common area usage regulations. Owner agrees to post these regulations and information in the vacation home, in an area that can be viewed easily by guests.

Administration Fee

Cabrera Realty charges a non-refundable administration fee to the tenant on all reservations. This is to offset administrative and marketing costs incurred by the Broker.



Homeowner Rental Guide page 3

Condition of Property

At least 30 days prior to the rental season, the owner should have all utilities turned on in his/her name, including cable. The owner is responsible for the cost of all utilities for weekly/nightly rentals. For seasonal or year round rentals, the cost of utilities shall be paid for as is mutually agreed upon by owner and tenant. All heating, air conditioning, electrical, plumbing, and mechanical systems should be checked to make sure they are in good working order. All home inventory items must be in the vacation home prior to April 1st. In the event the vacation home is not equipped with the proper inventory, Cabrera Realty will replace the inventory and bill the owner the cost of the items plus the applicable service fee. Repairs from previous wear and tear such as touch up painting, carpet cleaning, torn screens, window coverings, etc. should be completed prior to the first occupancy. Owner is to provide **at least** two outside trashcans for regular trash, at least one can for glass and cans, and one can for paper recyclable trash. All trashcans should be labeled for intended use, and indicate the property address and/or condo number. Trash and recycling days are to be posted in the property so the tenant may put trash to curb.

Spring Cleaning

In order to offer consistence in quality, we require that all residences complete a spring cleaning. The spring cleaning may be completed by our team or subcontracted to an outside contractor. If we are not completing this service please notify our office upon the completion of the cleaning so that we can perform a walkthrough of the unit prior to occupancy. **Spring cleaning should be completed prior to May 1st.** This includes cleaning inside and outside of cabinets, woodwork, walls, ceiling fans, windows, light fixtures, appliances, ovens and closets, under and behind furniture, and inside sofa beds. All personal items including towels, linens, blankets and food items should be removed or locked up. Remember to replace all smoke detector batteries, remote control batteries and light bulbs so as not to incur additional charges during the rental season.

Tenant Dissatisfaction/Inability to Check-in

Cabrera Realty accurately describes our vacation homes, providing photos, online inventories, and opportunities to physically view the property. Occasions do arise when a tenant is dissatisfied with a rental property or a major problem occurs with the property that cannot be abated in a timely fashion. Should this occur, our first course of action will be to accommodate the tenant in a reasonable manner so as not to lose the rental income for the owner. Using our discretion, we will compensate the tenant up to 20% of the rental, chargeable to the owner. Should this fail, we will contact you to determine if an alternate solution can be found. In the event the tenant decides to vacate the property, we will return to the tenant the rental amount paid for the nights not stayed or in extreme circumstances the entire rental amount. If a tenant is unable to check-in to the property, on the check-in date due to causes such as the property has been damaged by fire, flood, hurricane, other natural disasters, break down of major mechanical system and/or other significant damage, or if access bridges or roads are closed or impassable due to fire, flood, hurricane, natural disaster, Cabrera Realty shall refund to tenant the paid rental amount. We will not, however, make refunds to tenants due simply to rainy and/or inclement weather.

Cabrera Maintenance Fees

Work orders, special projects, outside of contract work	Standard Rate Per Hour	Emergency Rate Per Hour
Skilled/Professional/Owner	\$50	\$100
Unskilled Job/Laborer/Maintenance Staff	\$40	\$75
Minimum Charge Per Visit	\$40	

Frequently Asked Questions

- 1. Why should I list with Cabrera Realty?** Cabrera Realty values its owners and vacation renters. We provide the owner with exemplary rental assistance, maintenance, property management, cleaning services and sales options. We are a reputable and well-established real estate company servicing Wildwood, North Wildwood, Wildwood Crest and Diamond Beach. Many of our vacationers are repeat tenants as they are welcomed and cared for throughout their stay.
- 2. How do I list my unit?** Just complete our Listing Agreement in a timely fashion so that we can begin renting the unit as soon as possible. If you would like to submit your own written property description, please send it in with the listing agreement. Our Rental Specialist will take it from there and place your property on our website, pooling potential clients and securing reservations.
- 3. What paperwork is required from me?** We will require the Listing Agreement and all documents tabbed in yellow, W-9 form, Spring Cleaning Check List and a current Mercantile License. Forms are available on the Cabrera website: www.cabrerarealty.com. A Mercantile License and a Fire Inspection are required in order for you to rent your unit. If you do not comply, you will be subject to fines.
- 4. How does Cabrera market and advertise my rental property?** Our marketing is through electronic means such as email blasts, search engines, pay per clicks, and through other partner websites. Please consult your vacation specialists for more information.
- 5. How many keys do you require that I provide for your office?** Each owner provides 4 sets of working keys with fobs for all locks. If you are using Clean Team Wildwood, we require 5 sets. We ask that each key be tested prior to bringing them to the office to insure proper accessibility.
- 6. Once I list my property, how long does it take before it is online?** Once we receive your agreement, we visit the property, take photographs for the website, confirm the seasonal rates, and then upload the property in our Rental Program.
- 7. When do I receive my checks?** By the **15th of each month**, owners receive a statement and a net rental proceeds check for all reservations/leases for which a tenant has checked out in the previous month. The monthly statement will outline all deductions to rental proceeds, e.g. leases checking out between 8/1-31 will be paid by 9/15.
- 8. What happens if an issue arises in my unit during a rental?** Typically, the vacationer notifies our office about the issue and we in turn place a call to the owner to report the issue. At that point, a decision is made on how to best handle the issue, offering suggestions or repair/service contractors should the situation warrant. If the homeowner cannot be reached, we will remedy the situation if it is interfering with the tenant's vacation. Additional expense may be incurred.
- 9. Will you give out keys to my renters?** We offer a Plus Program to any owner who is listed in our rental program. We provide your tenant with a welcome packet including property map, parking tags, and keys for the rental unit. We also respond to maintenance issues and provide your guest with an emergency hotline phone number for after hours issues that they might encounter. The cost of this additional service is \$350.00 for the entire rental year. If the event that your own rentals prevent us from renting your property for the agreed-upon four weeks in prime, your Plus Program will automatically be converted to our Property Management Assistance Program and you will be billed for the difference in program price, \$400.



Frequently Asked Questions page 2

10. What do I do if there is damage to my unit? The cleaning service that is contracted for your unit must notify us immediately of any damages to your unit. We will immediately assess the damage, take photographs and contact the tenant about the problem and how it will be dealt with going forward. We will not release any deposit until an agreement with the owner and tenant is reached. This process is only applicable to a Cabrera tenant and not an owner tenant.

11. Should I provide linens and towels? No, this is not necessary. Our website and rental contracts state that linens and towels are not provided. If you provide them and they are removed or left unwashed, we will not hold the tenant responsible.

12. How do I let my tenants know about the rules of the property? Rules should be posted in your unit, which include recycling and trash procedures. You should also provide specific instructions for your TV/DVD/cable set-up. Be sure to include the settings that any of your components require. Many home-owners provide binders with helpful information and resources so that renters can enjoy their vacations - and the area - to the fullest. Operating instructions for air conditioning, grills, sound systems and Internet passwords are also useful pieces of information to provide to your renters.

13. Is it advantageous to provide TV's and DVD players in the bedrooms? Yes! Vacationers today are accustomed to this convenience, and many specify wanting a rental unit with this feature.

14. Should I provide an Internet connection for my renters? Yes, this is an advantageous selling point for your property. It has been our experience that renters will often choose one property over another based on the availability of an internet connection.





Date: _____

6201 New Jersey Avenue
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609.729.8840

www.cabrerarealty.com

FAX COVER PAGE

Comments: _____

To: Cabrera Realty – Vacation Rental Department	# of pages: cover page +
From:	Fax #: 609-729-8844
Re: Rental Listing Agreement	Phone #: 609-729-8840

I am faxing/sending in the following:

☐ **A SIGNED listing agreement**

All yellow tagged pages (return to office) must be filled out and returned to the Cabrera Offices. An executed copy will be sent to you via email for your records after it is processed.

☐ **Rates**

Rates must be entered in order to book anything. Keep in mind that the sooner you get your listing in the sooner we can book for you!

☐ **W-9 Form**

We cannot pay you rental revenue until this form is complete and on file. REMINDER: Whoever the checks should be made out to should fill this out with their information.

☐ **Mercantile License**

We cannot list your property in our rental program without this document showing that your Mercantile License is current. A copy must also be posted in your unit or property.

☐ **A SIGNED Consumer Information Report**

☐ **Indication of your cleaning service**

I am mailing in the following:

☐ **Original Contract**

☐ **4 sets of keys—including keys for storage, deadbolt, lobby, stairwell, etc.**

☐ **Disc or digital files sent with pictures of your unit**

If you already have pictures please email them to rentals@cabrerarealty.com or mail a disc with your contract. If you would like Cabrera to take pictures for you, please have the unit completely ready and make an appointment by contacting your rental manager. If you are in the middle of renovations or upgrades please call us when you are finished and provide us with temporary pictures.



Rental Listing Agreement

BETWEEN: Cabrera Realty, LLC is a licensed Real Estate Broker in the State of New Jersey **And:**

Owner Name(s): _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

E-Mail: _____

Phone: _____ Cell Phone: _____

For the Property located:

Address: _____ Unit: _____

City: _____ State: _____ Zip: _____

Building Name/ Association: _____

The terms of the Rental Listing Agreement are as follows:

1) Cabrera Realty is the rental agent for the above listed property. This contract will begin on the date signed and end when you terminate the listing, in writing, 60 days prior to termination date. Cabrera Realty is authorized to market and enter into leases/reservations on behalf of the owner, for the available time period indicated on the completed availability calendar. Owner agrees to pay Rental Agent a commission of ____%. 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. In the event the Rental Agent has made a payment to the Owner, which the Tenant withdraws or otherwise cancels such that the Rental Agent never receives the funds, the Owner agrees to reimburse the Rental Agent for any such funds. Rental Agent may deduct such reimbursement from any funds of Owner held or received by rental agent. Owner understands/agrees that the commission fee is solely for the purpose of securing tenants and does not include Property Management services.

2) Either party has the right to terminate this agreement. Notification of cancellation of this contract must be received in writing. In the event the contract 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 contract, the owner **must honor** all terms and conditions, including but not limited to commission & cleaning as outlined in this agreement.

Initial: _____

Rental Listing Agreement page 2

3) Owner authorized Realtor, prior to Realtor's execution of this Agreement, to inspect the condition and contents of the Property. Cabrera Realty reserves the right to deny participation in the rental program if the property does not comply with the required standards for tenant occupancy.

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 (a non-interest bearing account) prior to disbursement. 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 understands and agrees that occupants 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. Owner is solely responsible for all Property inspections. 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 contract shall be null and void. Owner agrees to provide Rental Agent with a minimum of 4 prime season weeks (July and August) for rent. A rate schedule is completed and part of this listing agreement.

7) **Property Availability.** Upon receipt of software login information, Owner agrees to manage their availability calendar and notify any outside broker of rented/blocked time periods as outlined in the "Cabrera Homeowners Guide". In the event the Owner is unable to access the availability calendar for any reason, Owner agrees to speak with a Cabrera Realty rental agent prior to reserving/blocking their property or agreeing to honor another broker's rental. Once a reservation is taken by Rental Agent, Owner may NOT block the reserved time period.

8) **Priority.** In the event the property is "double booked" by the Owner or an outside broker, Rental Agent's tenant shall take priority. Under **no circumstances** will Rental Agent relocate its client due to "double booking".

9) **Relocations.** It is Rental Agent's policy to not move an occupant 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. Cabrera Realty 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 Realtor for lost profits resulting from such relocation.

Rental Listing Agreement page 3

10) **Non-refundable Tenant Processing Fee:** The undersigned Owner understands and agrees that the broker under this contract (Rental Agent) may charge a non-refundable administration fee **to the tenant** under each lease. This fee represents the efforts of Rental Agent in processing the rental application of the tenant. The undersigned Owner understands that the Rental Agent is a Transactional Broker only, and therefore does not promote the interests of one party over those of the other party to the transaction. The Owner understands that the commission to the Rental agent in this agreement as well as the administration fee represent compensation from both parties for the rental transaction. This fee will be deducted from the first payment made by the tenant.

11) **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.

12) **Owner Indemnification:** Owner hereby indemnifies Rental Agent 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 this Property. 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 reservation/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.

13) **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.

14) **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 is required to provide all licensing and permits required at the Federal, State and Local levels.

15) **Consumer Information Statement:** By signing this Listing Agreement, the Owner acknowledges receipt of the Consumer Information Statement on New Jersey Real Estate Relationships. Cabrera Realty, LLC intends to work with you as a transactional broker only.

16) **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.

Initial: _____



Rental Listing Agreement page 4

17) **Property Inventory:** The Owner is responsible for providing the required inventory 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 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.

18) **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.

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

20) **Check in/Check Out:** Owner agrees to honor Cabrera Realty, LLC's check-in/out times as outlined in the "Cabrera Homeowner's Rental Guide" 3pm check-in, 10am check-out.

21) **Inspections:** 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.

22) **Homeowner's Insurance:** During the term of this contract, Owner, at his sole cost and expense, shall carry and maintain a Homeowner's insurance policy. 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 his insurance agent about content, renters, and loss of revenue coverage.

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

24) **Common Area Usage:** In the event the tenant is denied usage of common area amenities due to non-payment of assessments or fees, the Owner agrees to permit Rental Agent to deduct any outstanding assessments or fees due to the Association from any rental income due to owner and to forward same to Condominium Association, if necessary. Rental Agent reserves the right to charge a fee of \$100.00 to the owner for each transaction in this regard.

25) **Documents Incorporated into Agreement:** The following documents are made part of this Rental Listing Agreement: Consumer Information Statement, Homeowner Rental Guide, Rate Schedule, Property Inventory, Marketing/Management Services and Availability Calendar. The Rental Information, Homeowner Information, Amenities, Sleeping Arrangement & Unit Inventory Forms completed as part of the 2013 Listing Agreement are accurate and made part of this Listing Agreement.

26) **Terms:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successor, heirs and assigns.

Initial: _____



Rental Listing Agreement page 5

27) **Credit Cards:** By signing the listing agreement, Owner acknowledge his/her approval to accept credit card payments for deposits and payments on rentals from tenants. Cabrera will also accept checks for first deposit and balance provided the balance check is received 30 days prior to arrival date.

28) **Marketing fee and Property Management fees:** Cabrera Realty and Cabrera Property Management offer a variety of marketing and optional services to owners. Said fees will be automatically deducted from rental income as necessary. Please check which service(s) you are opting for as applicable:

☐ **Garbage/Recycling Removal** A staff member will go to the property on trash/recycling day(s), remove the cans, place at the curb, return later and place the cans back in the appropriate area.

Memorial Day to Labor Day. **\$500 per season**

☐ **Enhanced Advertising Program** Our renting owners already benefit from our marketing efforts to our database, print advertisements, presence on a variety of internet portals, and with our Vacation Home Guide. The enhanced program includes all of those features plus "Trip Advisor" and "Home Away" exposure! **\$500 per year**

☐ **Plus Program** This service is for the Rental Owner who is a listed client of our vacation rental program, But is in need of the following for their own rentals/guests (Memorial Day to Labor Day): Key Service, Maintenance Response, Emergency Phone Response. **\$350 per year**

☐ **Interactive Mobile App Set-up Fee:** Cabrera Realty is on the forefront of customer service through our customized app, accessible on Apple, iTouch, Android phones. Your property is given great exposure in the marketplace, giving your guests up-to-the-minute information about the property, dining, activities, special offers, weather and other notifications. This app will increase your exposure to thousands of potential visitors. The \$120 fee offsets hosting, development partnership fees with membership and administration time to establish your home on the app. If Cabrera has not placed any rentals in your home by that date, the fee will not be charged to you. **\$120 one-time fee**

The undersigned acknowledges that they have read all pages of this Listing Agreement 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 a contract in writing signed by all parties.

OWNER: _____ DATE: _____

OWNER: _____ DATE: _____

AGENT: _____ DATE: _____

PROPERTY KEYS: Realtor received _____ sets of keys

___ unit	___ deadbolt key	___ unit keypad code: _____
___ stairwell key	___ elevator code _____	___ elevator or lobby fob
___ elev./lobby key	___ owner storage room key	

Realtor Signature: _____ Date: _____

Home Owner Information

Contact Information:

Owner *	
Address	
City/State/Zip	
Home & Cell Phone	
Email address	

Contact Person (If same as above, please disregard):

Name	
Address	
City/State/Zip	
Home & Cell Phone	
Email address	

Rental Checks Made Payable to*:

*The checks will be made out to is this person or business. If owned by a corporation or business, all members must sign the rental listing agreement. Articles of incorporation must also be attached. If you have power of attorney, you must provide a copy to our office in order for the listing to be processed.

Social or Tax ID	
Name	
Address	
City/State/Zip	

PROPERTY DESCRIPTION — required



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Parking: (code, key)	# of spots: __Garage __Driveway __Lot (Space #____) __Street
Trash Pick Up:	<input type="checkbox"/> MONDAYS <input type="checkbox"/> TUESDAYS <input type="checkbox"/> WEDNESDAYS <input type="checkbox"/> THURSDAYS <input type="checkbox"/> FRIDAYS
Recycling Pickup:	<input type="checkbox"/> MONDAYS <input type="checkbox"/> TUESDAYS <input type="checkbox"/> WEDNESDAYS <input type="checkbox"/> THURSDAYS <input type="checkbox"/> FRIDAYS
Rules & Regulations:	<input type="checkbox"/> In the unit <input type="checkbox"/> Please hand out for us (if checked, please provide)

Other Brokers:

Other Broker:			
Phone#:	Fax#:	Email:	
Other Broker:			
Phone#:	Fax#:	Email:	
Other Broker:			
Phone#:	Fax#:	Email:	

Your Cleaning Service

- ☐ Self-Clean
- ☐ Clean Team Wildwood
- ☐ Other: Company: _____
- Contact Name: _____
- Phone #'s: _____



Rates

- ☐ I only want **WEEKLY RENTALS**; if so please check one of the following: Sat-Sat ☐ Sun-Sun ☐
- ☐ I will also take rentals for less than a week (3-night minimum) - **If you are at a condominium complex please check your bylaws for the minimum stay requirement.** *
- ☐ I want weekly rentals in prime season (June-August). Before & After Prime I will take 3-night minimum
- ☐ Please rent mine seasonally \$_____per season, from_____to_____
- ☐ Please rent mine year round \$_____per month, from_____to_____
- ☐ Please charge guests a Security Deposit in the amount of \$_____(normal range is \$200-\$500)

Please fill in the desired weekly and/or nightly rate and note which weeks/dates you will be blocking in Real Time Rental

X = Owner Reservation: you, the owner are occupying the unit

O = Owner Guest Stay: a guest or tenant of another brokerage

APRIL 2014

April Week	Weekly Rate	Nightly Rate
4/5-4/12		
4/12-4/19		
4/19-4/26		
4/26-5/3		

MAY 2014

May Week	Weekly Rate	Nightly Rate
5/3-5/10		
5/10-5/17		
5/17-5/24		
5/24-5/31		

JUNE 2014

June Week	Weekly Rate	Nightly Rate
5/31-6/7		
6/7-6/14		
6/14-6/21		
6/21-6/28		

JULY 2014

July Week	Weekly Rate	Nightly Rate
6/28-7/5		
7/5-7/12		
7/12-7/19		
7/19-7/26		

AUGUST 2014

August Week	Weekly Rate	Nightly Rate
7/26-8/2		
8/2-8/9		
8/9-8/16		
8/16-8/23		
8/23-8/30		

SEPTEMBER 2014

September Week	Weekly Rate	Nightly Rate
8/30-9/6		
9/6-9/13		
9/13-9/20		
9/20-9/27		

OCTOBER 2014

October Week	Weekly Rate	Nightly Rate
9/27-10/4		
10/4-10/11		
10/11-10/18		
10/18-10/25		
10/25-11/1		

SEASON RATE GUIDELINES

Pre-Post Season April 5 to June 14

Value Season: June 14 to June 28

Prime Season: June 28 to August 23

Value Season: August 23 to September 6

Pre-Post Season: September 6 to November 1

*** Consider three-night minimum rates for special event weekends...
Beach Blast, Memorial Day, Fireman's Convention, Irish Weekend and the like.**



Sleeping Arrangements

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

Bedroom	Type of Bedding (#)	Electronics	Baths
Master	___Twin___Pyramid___Full___Queen___King	___TV___DVD___VCR	___Full___1/2___Shared
2nd BR	___Twin___Pyramid___Full___Queen___King	___TV___DVD___VCR	___Full___1/2___Shared
3rd BR	___Twin___Pyramid___Full___Queen___King	___TV___DVD___VCR	___Full___1/2___Shared
4th BR	___Twin___Pyramid___Full___Queen___King	___TV___DVD___VCR	___Full___1/2___Shared
5th BR	___Twin___Pyramid___Full___Queen___King	___TV___DVD___VCR	___Full___1/2___Shared

ADDITIONAL SLEEPING: (ex: queen sofa bed, full futon, bunk beds)

___Sofabed (S D Q K) ___Futon (S D Q K) ___Pyramid Bed — Location_____

___Sofabed (S D Q K) ___Futon (S D Q K) ___Pyramid Bed — Location_____

Property & Unit Amenities

Property : <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	Kitchen Features: <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 Amenities: <input type="checkbox"/> Washer/Dryer <input type="checkbox"/> W/D Shared <input type="checkbox"/> W/D Coin-op	Utilities & Features: <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 Conditions: <input type="checkbox"/> No smoking <input type="checkbox"/> No Pets <input type="checkbox"/> Pets Allowed	Amenities: <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 Electronics: <input type="checkbox"/> # TV's <input type="checkbox"/> # DVD players <input type="checkbox"/> # VCR's <input type="checkbox"/> Cable TV	Miscellaneous: <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 Property Codes: <input type="checkbox"/> Entry_____ <input type="checkbox"/> Garage_____ <input type="checkbox"/> Lobby_____ <input type="checkbox"/> Elevator_____ <input type="checkbox"/> Other_____ Wireless internet Username: Password:
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COMMENTS/NOTES: _____



Unit Inventory

Minimum Requirements:

1BR—up to 6 people 2BR—up to 8 people
3BR—up to 10 people 4/5BR—up to 12 people

COOKWARE/POTS/PANS

- ☐ Assorted sized frying pans & lids (3)
- ☐ Assorted sized sauce pans & lids (4)
- ☐ Oversized spaghetti pot & lid (1)
- ☐ Roasting pan & lid (1)
- ☐ Broiler pan (1)
- ☐ Assorted sized casserole dishes (5)
- ☐ Cookie Sheets (2-3)

FOOD PREPARATIONS

- ☐ Mixing bowls (3)
- ☐ Measuring spoons/cups (1 set/1 set)
- ☐ Assorted knives (6)
- ☐ Knife sharpener (1)
- ☐ Can opener/bottle opener (1 each)
- ☐ Cork screw/peeler (1 each)
- ☐ Assort. cooking utensils (8)
- ☐ Colander/grater (1 each)
- ☐ Plastic storage containers (8)
- ☐ Beverage pitchers (2)
- ☐ Cutting board (1)
- ☐ Blender (1)
- ☐ Dish towels/cloths (5 each)
- ☐ Pot holders/hot plates (2/3)

DISHES/GLASSWARE/FLATWARE

Based on one bedroom increase by 4 for each additional bedroom

- ☐ Dinner Plates/Salad plate (6/6)
- ☐ Bowls (6)
- ☐ Assorted sized glasses (16)
- ☐ Cups/Mugs (6)
- ☐ Wine glasses (6)
- ☐ Flatware (service for 8)
- ☐ Steak knives (6)

SERVING DISHES/UTENSILS

- ☐ Bowls (3)
- ☐ Platters (2)
- ☐ Spoons/Forks (2/2)
- ☐ Salt & Pepper shakers (1 set)

BEDROOM-MASTER

- ☐ Color TV w/ remote (1) + DVD
- ☐ Lamp/Clock radio/waste basket (1 each)

BEDROOM-2nd

- ☐ Color TV w/remote (1) + DVD
- ☐ Lamp/Clock radio/Waste basket (1 each)

BEDROOM-3rd

- ☐ Color TV w/ remote (1) + DVD
- ☐ Lamp/Clock radio/Waste basket (1 each)

BEDROOM-4th

- ☐ Color TV w/ remote (1) + DVD
- ☐ Lamp/Clock radio/Waste basket (1 each)

LIVING ROOM

- ☐ Color TV (min 19") w/remote (1)
- ☐ VCR/DVD player (1)

BATHROOM

- ☐ Toilet brush (1/bathroom)
- ☐ Plunger (1)
- ☐ Waste basket (1/bathroom)

BALCONY/DECK

- ☐ Deck chairs (6)
- ☐ Deck table (1)

MISCELLANEOUS

- ☐ Iron/Ironing board (1 ea.)
- ☐ Vacuum cleaner (1)
- ☐ Vacuum bags/belts (8/2)
- ☐ Broom/Dustpan/Mop/Pail —1 each
- ☐ Appliance Light bulb (2)
- ☐ Light bulbs to fit your lamps (4-6)
- ☐ Hangers (30/closet)
- ☐ Trash cans (3)

BEDDING—per bedroom

- ☐ Mattress cover (1 per bed)
- ☐ Pillows (2 per bed)
- ☐ Bedspread/Quilt (1 per bed)
- ☐ Blankets (1 per bed)
- ☐ Bedbug Covers (1 per bed)





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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

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

I, Linda Rhinier, Rental Manager as an authorized representative of Cabrera Vacation Rentals & Property Management, LLC, intend, 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: _____