

On behalf of the Cabrera Companies and our Team, we'd like to "Thank You" for requesting our 2021 Vacation Rental Listing Agreement.

This document and it's attachments outline the relationship between you, the property owner, and "Cabrera Coastal Real Estate", the rental agent. Please take a moment to review all of the information to familiarize yourself with the details of our vacation rental program. When you are ready to execute the agreement, please sign and initial the page areas where you see our "beach ball" (like the above). For your convenience, we have included a fax cover page so you can get the paperwork back to us quickly so we can begin to market and rent your shore home. You can also email it to rentals@cabreracompanies.com.

In addition to renting with Cabrera, you may rent on your own or with more than one company. As such, you may be interested in our optional property management services. One of those programs, the Property Management Assistance (PMA) for the owners that may rent on their own, offers enhanced check in service including key service for your keys to get picked up and returned, signing of registration card, getting waiver forms signed, issuance of rules and regulations, and complimentary welcome bags and giveaways, not to mention 24/7 maintenance service through our maintenance team. This program along with our other programs like pool services, trash and recycling services, and property watch can be found on our web site and on the enclosed "property management service for vacation homes" brochure.

The Cabrera Companies offer "Real Estate and More". Our service lines and companies include Cabrera Property Management (for vacation homes and community associations), Cabrera Home Repair (for your repairs and upgrades), and Cabrera Coastal Real Estate (for sales and rentals of your shore home— boutique style!). Please visit our web site at www.CabreraCompanies.com or call us toll free at 1-609-729-0559 with anything you may need.

We know that property owners have many choices when it comes to Real Estate Services in the area. We hope that your experience with us will be a pleasurable one!

Warm regards,

Jeanine and Don Cabrera, along with the Entire Cabrera Team Owners



Phone:

6203 New Jersey Ave., Wildwood Crest, NJ 08260 609.729-0559 Fax: 609-729-6123 www.CabreraCoastalTeam.com

Vacation Rental Listing Agreement

BETWEEN: Cabrera Coastal Real Estate, LLC (CCRE) a licensed Real Estate Broker in the State of New

Jersey, its members, employees and agents (herein referred to as "Rental Agent")

AND:
Owner's Name:

Mailing Address:

City:

State:

Zip:

E-Mail:

Cell Phone:

Text: Y or N / Other Phone:

For the Property located:

Address:

Unit:

City:

State

Zip

The terms of the Rental Listing Agreement are as follows:

Building Name/ Association:______

- 1) **TERM:** This Agreement will begin on the date signed and end 12/31/2021. It is understood that rental agent will make reservations for the following year unless termination notice is given. Rental Agent is authorized to market and enter into leases/reservations on behalf of the owner, for the available time periods.
- 2) **COMMISSION**: Owner agrees to pay Rental Agent a commission of **10%** (ten percent) on rents received by tenants. 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 any other services or fees.
- 3) **TERMINATION:** Either party has the right to terminate this Agreement. Notification of cancellation of this Agreement must be received in writing within 60 days of the end of the year. In the event this agreement is terminated prior to 12/31/2021 without the minimum of 60 days notice, 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 lease terms and conditions.



- 4) **Inspections:** Owner authorizes Rental Agent, prior to Rental Agents' execution of this Agreement, to inspect the condition and contents of the Property. Rental Agent reserves the right to deny participation in the rental program if the Property does not comply with the required standards for tenant occupancy. 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.
- 5) 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 Agents 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.
- 6) Clients: 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.
- 7) **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. Owner agrees to provide Rental Agent with a minimum of four (4) prime season weeks (July and August) for rent. A rate schedule will be completed and made a part of this Listing Agreement.
- 8) **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 Rental Agent prior to reserving/blocking the 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. Owner shall monitor Calendar for cancellations on Real Time Rental.
- 9) **Priority:** In the event the property is "double booked" by the Owner or an outside broker, Rental Agents tenant shall take priority. Under **no circumstances** will Rental Agent relocate its client due to "double booking".
- 10) **Relocations:** It is Rental Agents 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. Rental Agent reserves the right to charge Owner a fee of \$500.00 for



any tenant move required. In the event a tenant, upon arrival at the Property, notifies Rental Agent that the Property is unsatisfactory to the tenant for any reason, Rental Agent has the right, in Rental Agents sole discretion, to relocate the tenant to another property and Owner shall have no claim against Rental Agent for lost profits resulting from such relocation.

- 11) Non-refundable Tenant Processing Fee: The undersigned Owner understands and agrees that the Rental Agent under this contract 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.
- 12) Cleaning Deposit: Owner may also require Tenant to pay refundable cleaning deposit on their Lease. Owner understands and agrees that the cleaning deposit may be automatically refunded to the tenant seven days after the expiration of the lease unless otherwise directed by the Owner to the Rental Agent in writing within 3 days after check-out. Owner is solely responsible for monitoring the condition of the property and advising Rental Agent in writing as to the disposition of the cleaning deposit within the time required.
- 13) 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.
- 14) **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.
- 15) **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.
- 16) **Consumer Information Statement:** By signing this Listing Agreement, the Owner acknowledges receipt of the Consumer Information Statement on New Jersey Real Estate Relationships. Cabrera Coastal Real Estate, LLC intends to work with you as a transactional broker only.



- 17) 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.
- 18) **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.
- 19) **Refunds:** Rental Agent may, at its discretion, refund tenants 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.
- 20) 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.
- 21) **Check in/Check Out:** Owner agrees to honor Rental Agent check-in/out times as outlined in the "Cabrera Homeowner's Rental Guide" 3pm check-in,10am check-out.
- 22) **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.
- 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, Attorney General memorandum, Homeowner Rental Guide (Exhibit A) 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 Listing Agreement are accurate and made part of this Listing Agreement.



- 26) **Credit Cards:** By signing the Listing Agreement, Owner acknowledges its approval to accept credit card payments for deposits and payments on rentals from tenants. Rental Agent will also accept checks for first deposit and balance provided the balance check is received 30 days prior to arrival date.
- 27) Other programs and fees: Cabrera Coastal Real Estate and Cabrera Property Management offer a variety of marketing and optional services to owners. Please consult the vacation homes services brochure.
- 28. Vacation Rental Damage Protection (VRDP): All leases will include a \$69 premium, paid by Tenant, to CCRE for VRDP (provided through CSA Travel Protection & Insurance Services). This premium insures the Tenant for up to \$3,000 for any unintentional damages that they may cause to your property during their stay. All damage must be disclosed/reported to CCRE within 3 days of the check out date. FOR ALL CLAIMS: Owner must submit all receipts for repairs and/or replacements the owner has paid for. Without receipts, CSA will deny the claim. CCRE will facilitate the Claim process. Full details of Program can be found at vacationrentalinsurance.com/g10vrd. In the event the Tenant chooses not to purchase VRDP, a security deposit of \$3,000 will be charged to the Tenant.

29) 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.

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 pages of this Listing Agreement including the Homeowner 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:



Property Information

Complex:		
Address:		Unit #:
City:	L .	ond Beach, NJ 🛮 Wildwood, NJ 🖶 Wildwood Crest, NJ 🖾 North Wildwood, NJ
Location:		n Front Unit □ Ocean Front Building □ Beach Block □ Beach Side □ Bay Side
Type:	□ Single	Family Duplex Multi Family Town House Condo
Sign	□ Permi	tted — Preferred Location: □ Not Permitted
Parking:		# of spots:GarageDrivewayLot (Space #)Street
Elevator Co	de:	
Other Code	s:	
Other Bro	okor	
Phone		Fax#: Email:
Other Bro		
Phone		Fax#: Email:
		□ Self-Clean
Cleaning S	ervice:	□ Other: Company:Phone:
4900		Email:
Ask for our v	endor lis	t if you need assistance
I		
□ I only want	WEEKLY	RENTALS from Saturday to Saturday.
·		s for less than a week (3-night minimum) anytime in the season (check bylaws)
		s in prime season (July-August). Before & After Prime I will take 3-night minimum
- I Walle Weel	siy rental	, in prime season bury Augusty, before & Arter Frime Fwin take 5-inghe minimum
My Pre/Post s	season (1,	/1 to 6/11) & 9/4 to 12/31) <u>rate is: weekly\$ nightly\$</u>
My Value sea	son (6/12	to 6/25 & 8/28 to 9/4) rate is : weekly\$ nightly\$
My Prime sea	son (6/26	5 to 8/28) rate is : <u>weekly\$</u> nightly\$



Owner Block Calendar

Use this to block any days or weeks that are not available for Cabrera to reserve at this time (Remember 4 weeks of July and August time must be available)

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							30	31												
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NOVEMBER

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Please put a line through the dates that are not available for rent.



Sleeping Arrangements:

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

Bedroom		Type of	Bedding	g (#)		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								

Unit amenities:

Kitchen Features:	Utilities & Features:	Amenities:	Miscellaneous:
☐ Mini refrigerator	□ Utilities included	□ BBQ Grill	□ Tenant Brings Linens
□ Full-size fridge	□ Utilities <u>not</u> included	Type:	□ Linens Provided
□ Microwave	□ Heat Type:	□ ADA Access	□ Cleaning Included
□ lce Maker	□ Central Air/Heating	□ ADA Grab Bars	□ Maid Service
□ Dishwasher	🗆 # Wall Units	□ Iron	□ Ltd Maid Service
□ Disposal	□ # Window Units	□ Ironing Board	☐ Guard on site
□ Oven	□ # Ceiling Fans	□ Vacuum Cleaner	☐ Wood Fireplace
□ Stovetop	☐ # Standard Fans	□ Baby Equipment	□ Gas Fireplace
□ Toaster Oven	□ Pool	🗆 Beach Equipment	
□ Food Processor	□Private □Public	□ Beach Chairs	Property Codes:
□ Toaster	□Heated □Indoor	□ Beach Badges	□ Entry
□ Blender	☐ Hot Tub ☐ Sauna	□ Bar or Wet Bar	□ Garage
□ Coffee Maker	□ Kiddie Pool	□ Tennis	□ Lobby
□ Lobster Pot	□ Outside Shower	□ Pool Table	□ Elevator
Keuirig			☐ Other
	Conditions:	Electronics:	
	□ No smoking	□ # TV's	Wireless wifi
Amenities:	□ No Pets	□ # DVD players	Name:
□ Washer/Dryer	□ Pets Allowed	□ # VCR's	
□ W/D Shared		□ Cable TV	Password (WEP)
	□ Mini refrigerator □ Full-size fridge □ Microwave □ Ice Maker □ Dishwasher □ Disposal □ Oven □ Stovetop □ Toaster Oven □ Food Processor □ Toaster □ Blender □ Coffee Maker □ Lobster Pot Keuirig Amenities: □ Washer/Dryer	□ Mini refrigerator □ Full-size fridge □ Microwave □ Ice Maker □ Dishwasher □ Disposal □ Oven □ Stovetop □ Toaster Oven □ Food Processor □ Toaster □ Blender □ Lobster Pot Keuirig Amenities: □ Washer/Dryer □ Utilities included □ Utilities not included □ Heat Type: □ Central Air/Heating □ # Wall Units □ # Ceiling Fans □ # Standard Fans □ Pool □ Private □ Public □ Heated □ Indoor □ Hot Tub □ Sauna □ Coffee Maker □ Outside Shower Conditions: □ No smoking □ No Pets □ Pets Allowed	Mini refrigerator



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	BEDROOM-MASTER
☐ Assorted sized frying pans & lids (3)	☐ Color TV w/ remote (1) + DVD
☐ Assort.ed sized sauce pans & lids (4)	☐ Lamp/Clock radio/waste basket (1 each)
☐ Oversized spaghetti pot & lid (1)	BEDROOM-2 nd
☐ Roasting pan & lid (1)	☐ Color TV w/remote (1) + DVD
☐ Broiler pan (1)	☐ Lamp/Clock radio/Waste basket (1 each)
☐ Assorted sized casserole dishes (5)	BEDROOM-3 rd
☐ Cookie Sheets (2-3)	☐ Color TV w/ remote (1) + DVD
FOOD PREPARATIONS	☐ Lamp/Clock radio/Waste basket (1 each)
☐ Mixing bowls (3)	BEDROOM-4 th
☐ Measuring spoons/cups (1 set/1 set)	☐ Color TV w/ remote (1) + DVD
☐ Assorted knives (6)	☐ Lamp/Clock radio/Waste basket (1 each)
☐ Knife sharpener (1)	LIVING ROOM
☐ Can opener/bottle opener (1 each)	☐ Color TV (min 19") w/remote (1)
☐ Cork screw/peeler (1 each)	☐ VCR/DVD player (1)
☐ Assort. cooking utensils (8)	BATHROOM
☐ Colander/grater (1 each)	☐ Toilet brush (1/bathroom)
☐ Plastic storage containers (8)	☐ Plunger (1)
☐ Beverage pitchers (2)	☐ Waste basket (1/bathroom)
☐ Cutting board (1)	BALCONY/DECK
☐ Blender(1)	□ Deck chairs (6)
☐ Dish towels/cloths (5 each)	☐ Deck table (1)
☐ Pot holders/hot plates (2/3)	MISCELLANEOUS
DISHES/GLASSWARE/FLATWARE	☐ Iron/Ironing board (1 ea.)
Based on one bedroom increase by 4 for each additional bedroom	□ Vacuum cleaner (1)
☐ Dinner Plates/Salad plate (6/6)	☐ Vacuum bags/belts (8/2)
☐ Bowls (6)	☐ Broom/Dustpan/Mop/Pail —1 each
☐ Assorted sized glasses (16)	☐ Appliance Light bulb (2)
☐ Cups/Mugs (6)	☐ Light bulbs to fit your lamps (4-6)
☐ Wine glasses (6)	☐ Hangers (30/closet)
☐ Flatware (service for 8)	☐ Trash cans (3)
☐ Steak knives (6)	BEDDING—per bedroom
SERVING DISHES/UTENSILS	☐ Mattress cover (1 per bed)
☐ Bowls (3)	☐ Pillows (2 per bed)
☐ Platters (2)	☐ Bedspread/Quilt (1 per bed)
☐ Spoons/Forks (2/2)	☐ Blankets (1 per bed)
☐ Salt & Pepper shakers (1 set)	☐ Bedbug Covers (1 per bed)

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 a greement 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 Coast	al Real Estate LL(C, intends, as of thi	s time, to work v	vith you as a: (indica	ate one of the following)	
X_Seller's age	nt. (for Sellers ar	nd Landlords)				
Buver's ag	ent.					

Seller	s ager	nt and	disclosed	dual agent	t if the o	pportunit	y arises.
Buyer	's agei	nt and	disclosed	dual agen	t if the c	pportunit	y arises.

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Tr	ansa	ctior	ı bro	ker.

Transaction	broker.		
Signed:		DATE:	
	y Owner		

(Rev. October 2018)

Department of the Treasury

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information

Give Form to the requester. Do not send to the IRS.

IIICITIALI	ice control of the co	ou doublib and the latebu	momation	
	1 Name (as shown on your income tax return). Name is required on this line; of	do not leave this line blank.		
-	2 Business name/disregarded entity name, if different from above	***************************************		1111 111 1111 1111 1111 1111 1111 1111 1111
Print or type, Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose nat following seven boxes. Individual/sale proprietor or C Corporation S Corporation single-member LLC	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):		
ype.	Limited liability company. Enter the tax classification (C=C corporation, S	S=S corporation. P=Partnersh	√ (air	Exempt payee code (if any)
Print or type, ic Instructions	Note: Check the appropriate box in the line above for the tax classification. LLC if the LLC is classified as a single-member LLC that is disregarded from the owner for U.S. federal tax propriate box for the significant of the significant content is not disregarded from the owner for U.S. federal tax propriate box for the significant content is disregarded from the owner should check the appropriate box for the significant content is disregarded from the owner should check the appropriate box for the significant content is disregarded.	on of the single-member own rom the owner unless the ow ourposes. Otherwise, a single	er. Do not check ner of the LLC is -member LLC that	Exemption from FATCA reporting code (if any)
ecifi	Other (see instructions)			(Applies to accounts maintained outside the U.S.)
g	5 Address (number, street, and apt. or suite no.) See instructions.	F	Requester's name a	nd address (optional)
See				
	6 City, state, and ZIP code			
-	7 List account number(s) here (optional)			
Part			. Casisi	urity number
backup resider entities	our TIN in the appropriate box. The TIN provided must match the nar withholding. For individuals, this is generally your social security nur it alien, sole proprietor, or disregarded entity, see the instructions for , it is your employer identification number (EIN). If you do not have a	mber (SSN). However, for Part I, later. For other	a a	
TIN, lat		1. Alan ann 18/hat Alama an	or Fmployer	identification number
	f the account is in more than one name, see the instructions for line in the firm of the f	i. Also see viilat Name an		-
Part	Certification		<u> </u>	
Under	penalties of perjury, I certify that:			
2. I am Serv	number shown on this form is my correct taxpayer identification num not subject to backup withholding because: (a) I am exempt from ba ice (IRS) that I am subject to backup withholding as a result of a failu anger subject to backup withholding; and	ckup withholding, or (b) I	have not been no	otified by the Internal Revenue
3. I am	a U.S. citizen or other U.S. person (defined below); and			
4. The	FATCA code(s) entered on this form (if any) indicating that I am exem	pt from FATCA reporting	is correct.	
you hav	eation instructions. You must cross out item 2 above if you have been now failed to report all interest and dividends on your tax return. For real estion or abandonment of secured property, cancellation of debt, contribution interest and dividends, you are not required to sign the certification,	state transactions, item 2 d tions to an individual retiren	loes not apply. Fo nent arrangement	r mortgage interest paid, (IRA), and generally, payments
Sign Here	Signature of U.S. person ▶	Da	ıte ►	
Ger	eral Instructions	• Form 1099-DIV (divided)	dends, including	those from stocks or mutual
Section	references are to the Internal Revenue Code unless otherwise	•	arious types of in	come, prizes, awards, or gross

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

· Form 1099-INT (interest earned or paid)

- proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- · Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



FAX COVER

FAX TO: 609.729.6123

Or EMAIL: RENTALS@CABRERACOMPANIES.COM

To: Cabrera Coastal Real Estate – Vacation Rentals	# of pages: cover page +
From:	Fax #: 609-729-6123
Re: 2020 Rental Listing Agreement	Phone #: 609-729-0559

Hey Cabrera Coastal Team:

I am faxing/emailing the following:

	A <u>SIGNED</u> listing agreement
	Rates
	W-9 Form
	A <u>SIGNED</u> Consumer Information Report
	am mailing/dropping off the following:
	Original Contract
	4 sets of keys—including keys for storage, deadbolt, lobby, stairwell, etc.
	Disc or digital files sent with pictures of my unit
C	OMMENTS: