## Long & Foster Real Estate, Inc. (Formerly: NJ Realty, Inc.) - Rental Listing Terms

- 1. Rental Listing Agreement: Owner represents that he/she is the owner of the property or is authorized by the owner of the property to sign this Rental Listing Agreement and that the owner has the legal right to lease the Property. In consideration of the services to be performed by Long & Foster Real Estate, Inc., the owner does herby authorize and give Long & Foster Real Estate, Inc. a listing to lease this property at the prices listed or for any price which the owner may agree. If this is a non-exclusive listing and other real estate agencies are authorized to lease this property on behalf of the owner, the owner has supplied the names of the other agencies where indicated.
- 2. Rental Payment Collection and Disbursement: Long & Foster Real Estate, Inc. shall collect on behalf of the owner all rental payments and damage deposits (if applicable) required. All such funds will be held in Long & Foster Real Estate Inc's. Trust Checking Account (a non-interest bearing account) prior to disbursement. Owner acknowledges that any payment shall not be disbursed to the owner until a reasonable amount of time after such funds have cleared the account of Long & Foster Real Estate, Inc and in no case prior to the Execution of the Lease.
- **3.** Commission: Owner agrees to pay Long & Foster Real Estate, Inc a commission of 11%. All payments are to be collected by Long & Foster Real Estate, Inc and the commission shall be deducted from the payments of rent received. Owner understands and agrees that the commission fee is solely for the purpose of securing tenants and does NOT include property management services. Long & Foster Real Estate, Inc. is NOT a property management company. Owner is solely responsible for all property inspections. In addition, in the event a tenant procured by Long & Foster Real Estate, Inc. purchases or leases the property within two (2) years of the date of the lease, the owner agrees to pay Long & Foster Real Estate, Inc. a commission of 11% for the rental or 6% for the purchase. As Lessor and/or seller, you have the right to individually reach an agreement on any fee, commission or other valuable consideration with any Broker. No fee, commission or other consideration has been fixed by any governmental authority or by any trade association or multiple listing service.
- **4. Agent Authorization:** Owner authorizes Rental Agent to undertake repairs, replacement or cleaning up to a maximum of \$300.00 for each incident. Rental Agent will endeavor to contact the owner and utilize the services of above names contractors for any such work. For repairs, replacements or cleaning exceeding this sum, Rental Agent must obtain permission of the owner.
- 5. Security Deposit Protection Plan (SDPP): All short term rentals include a \$50.00 premium that the tenant will pay to Long & Foster Real Estate, Inc. for a SDPP (provided through CSA Travel Protection and Insurance Services) that insures the tenant for accidental or unintentional damages they may cause to your rental property during their stay (up to a maximum of \$1,500.00), provided such damage is disclosed/reported by the tenant to Long & Foster Real Estate, Inc. prior to check-out. Should the tenant not disclose/report damages and damages are found by the property owners or his contractors, property owner can still report damages to Long & Foster Real Estate, Inc. within 7 days of check-out date. FOR ALL Claims Property owner must submit to Long & Foster Real Estate, Inc. all paid receipts for repairs/replacements that the property owner has paid for. Without receipts, CSA will deny the claim. Reimbursement checks will be paid directly to Long & Foster Real Estate, Inc. by CSA Travel Protection and Insurance Services and Long & Foster Real Estate, Inc. will disburse such funds accordingly. Certain terms and conditions apply. Full details of the SDPP are contained in the Certificate of Insurance Policy, and can be found online at: <a href="www.iLoveSeaisle.com">www.iLoveSeaisle.com</a>. In the event the tenant chooses to not purchase the SDPP, a standard damage deposit of \$500.00 will be charged to the

tenant. Should the tenant choose to purchase the SDPP, property owner agrees not to take a damage deposit.

- **6. Non-Refundable Tenant Processing Fee:** The undersigned owner understands and agrees that Long & Foster Real Estate, Inc., under this contract may charge a non-refundable tenant processing fee to the tenant under each lease. This fee represents the efforts of Long & Foster Real Estate, Inc. in processing the rental application of the tenant. The undersigned owner understands that Long & Foster Real Estate, Inc. is acting as a Transaction Agent in this rental transaction and the commission to Long & Foster Real Estate, Inc. in the agreement, as well as the tenant processing fee represent compensation from both parties for the rental transaction. This fee will be deducted from the first payment made by the tenant.
- **7. Owner Indemnification:** Owner hereby indemnifies Long & Foster Real Estate, Inc. for any claims, losses, and expenses including reasonable attorney's fees, incurred in connection with the rental of the property, including holding or release of any damage deposit. Owner hereby authorizes Long & Foster Real Estate, Inc. to release the damage deposit to the tenant as set forth in this listing agreement. Owner understands and agrees that Long & Foster Real Estate, Inc. and its Agents are acting as Rental Agents only and are NOT property managers.
- **8.** 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.
- **9. Consumer Information Statement:** By signing this Listing Agreement, the owner acknowledges review of the Consumer Information Statement on New Jersey Real Estate Relationships which can be found on my web site: <a href="www.iLoveSeaisle.com">www.iLoveSeaisle.com</a>. Long & Foster Real Estate, Inc. intends at this time to work with you as a Transaction Agent.
- **10. Attorney General Memorandum:** Owner acknowledges review of the Memorandum of the Attorney General of New Jersey regarding the New Jersey Law against Discrimination and Federal Fair Housing Law which can be found on my web site: <a href="www.iLoveSeaisle.com">www.iLoveSeaisle.com</a>.

The Lessor acknowledges that he/she has read all pages of this Listing Agreement, understands the contents, warrants the accuracy of all property and personal information, and that no conditions exist other than those contained herein.