

Property 1	ID N	0	

Vacation Rental Listing Agreement

This Vacation Rental Listing Agreement ("Agreement") governs the terms under which Lor	ig & Foster Real	Estate, Inc.
Vacation Rental Division ("L&F) will represent	("Landlord") in	listing and
reserving rentals of the property located at:	(the "Unit").	

- 1. LISTING: Landlord represents that Landlord is a Landlord of the Unit and is authorized by all additional Landlords to sign this Agreement. Landlord authorizes L&F to find renters for the Unit for the period and at the rates and terms specified on the Rental Property Sheet attached to this Agreement.
- 2. EFFECTIVE DATE & AUTOMATIC RENEWAL: This Agreement shall cover the one-year period beginning on and ending

The Agreement will automatically renew each year unless either L&F or Landlord gives the other party ninety (90) days written notice prior to the end of any year. If the Agreement is terminated, Landlord shall be required to honor all reservations previously made by L&F where the renter has made an advance deposit.

- 4. **DEPOSITS**: L&F shall require each Tenant to provide a deposit ("Deposit") to reserve the Unit. Except as prohibited by applicable law, interest earned on such Deposits shall be paid to L&F. All Deposits shall be non-refundable unless Landlord fails to comply with the terms of the Listing Agreement. L&F is authorized to refund any deposit, rent, or fee, or any portion thereof, in the event that, in L&F's discretion, the Unit is in disrepair, unfit for occupancy, or not adequately furnished. If L&F refunds a Deposit that has previously been paid to Landlord, L&F may recover that amount from Landlord or from any future funds due to Landlord.
- 5. ADVERTISING: Landlord authorizes L&F to display the Unit and details of the Unit online including on L&F's website, affiliated web-portals and/or syndicated feeds and, to the extent available, accept on-line reservations or otherwise advertise the availability of the Unit. Landlord authorizes L&F to display "For Rent" sign on Unit where such is permitted.
- 6. AVAILABILITY: Landlord agrees to make the Unit available for rent for a minimum six weeks during the period of June 1st through August 30th ("Peak Season") unless otherwise approved by L&F. L&F is authorized to re-rent the Unit when the Tenant is in default under a Lease Agreement. It is expressly understood that all reservations or Lease Agreements, tentative or confirmed, shall be honored by the Landlord,

whether or not Landlord has been notified of the reservation and that a Tenant shall not be moved to another Unit for the Landlord's use or use by Landlord's personal Tenants if Landlord has not reserved the dates for Landlord.

- 7. LANDLORD STATEMENTS: L&F will process all invoices and pay to Landlord any Deposits or rent payments less any prior disbursements and, at L&F's option, any pro rata portion of the commissions earned by L&F by the 15th day or last day of the month after receipt by L&F of each Deposit or rental payment. Even if payment has been previously sent to Landlord, rental proceeds are not deemed earned until the occupancy period associated with such rental proceeds has occurred. L&F shall use reasonable efforts to collect all rental proceeds due for Landlord. L&F shall not be liable to Landlord for rental proceeds which cannot be collected for any reason, including, but not limited to, credit card charge-backs, bounced checks or fraud. L&F will submit a complete accounting for all receipts, taxes and disbursements. L&F shall not make any legal demands or undertake any litigation on behalf of the Landlord.
- 8. REGULATIONS: Landlord represents that the Unit is in compliance with all local, state and federal regulations pertaining to the health and safety of occupants of the Unit, including but not limited to smoke detectors and suitable water for drinking. Landlord further agrees to promptly take all necessary steps to comply with changes in these regulations at the expense of the Landlord. L&F is not responsible for ensuring that the Unit is in compliance.
- 9. COSTS & EXPENSES: Landlord shall be responsible for paying all costs and expenses associated with the operation and maintenance of the Unit as a vacation rental. Such expenses shall include all income taxes, rental or business licenses, utilities, trash collections, pest control, hot tub and pool maintenance (if applicable), locksmiths, outside maintenance, including lawn or yard care, snow removal, property taxes, condo/HOA assessments, mortgage payments, casualty/liability insurance premiums and other costs associated with the maintenance of the Unit. L&F shall not be responsible for any late payment penaltics, disconnect/reconnect fees, or other charges, incurred by Landlord.
- 10. MAINTENANCE L&F is authorized to spend, on Landlords behalf, any amount it deems necessary to make the Unit habitable, including reasonable repairs and cleaning, and to deduct said sums from rental payments. Landlord authorizes L&F to replace or repair any damaged items up to a value of \$150.00 at the Landlord's expense.
- 11. TERMINATION OF RENTAL: Landlord is responsible for termination of any Lease Agreement in the event Tenant(s)

Updated: 08/2021

or invitees engage in objectionable or illegal behavior, or if the Tenant(s) are in breach of the Lease Agreement.

- 12. INSPECTION: L&F's acceptance of this Agreement is subject to satisfactory inspection of the Unit within ten (10) days from the date this Agreement is fully executed and is subject to periodic inspection of the Unit thereafter.
- 13. FURNISHINGS: For the Unit to be rented successfully as a vacation accommodation, it must contain furnishings, including, but not limited to appropriate furniture, seating, bedding and kitchen supplies to meet occupancy needs. Landlord agrees to keep the Unit furnished in an acceptable manner.
- 14. SALE OF PROPERTY: Landlord shall notify L&F prior to listing of the Unit for Sale. If the Unit is sold, Landlord recognizes that the Unit shall be conveyed subject to the confirmed reservations already booked and shall notify purchasers of same prior to the transfer of title to the Unit. If Tenants must be relocated as a result of the sale of the Unit, any expenses incurred in said relocation shall be the responsibility of the Landlord, along with any and all commissions due. Upon notification that the Unit is listed for sale, L&F shall provide a Sales Rental Addendum provided by L&F and Landlord shall incorporate that addendum into their sale of property listing agreement and contract(s) of sale.
- 15. INSURANCE & LIABILITY: Landlord hereby indemnifies and holds harmless L&F and L&F's agents, directors, and/or employees from any and all claims, suits or damages of any kind arising in any way in connection with the rental of the Unit including damages to the Unit in connection with said rentals, Landlords failure to comply with any applicable laws or regulations relating to occupant health and safety, or injury suffered by any Tenant, employee or other person unless caused by the willful conduct or gross negligence of L&F.
- 16. LOST RENTALS: In the event the Landlord cancels any reservation for any reason, Landlord agrees to pay L&F for any commissions L&F has earned for reservations already confirmed that have to be canceled or transferred.
- 17. RENOVATION: Before Landlord begins a renovation of the Unit, Landlord will notify L&F of the dates that the Unit will be unavailable ("Construction Period"). Unless the renovation is to cure a dangerous condition in the Unit, the Construction Period will not occur during the Peak Season. If renovations are not completed during that Construction Period or if Landlord fails to notify L&F of the Construction Period and reservations are in place, Landlord agrees to pay any expenses L&F and the Tenant my incur due to a relocation of the Tenant.
- 18. MINIMUM BALANCE: Landlords are required to maintain a \$200.00 minimum balance or an amount equal to the average monthly costs of L&F-provided services, whichever is higher in their Landlord account. If the balance falls below the minimum requirement, any deficiency shall be withheld from the future rental payment(s).
- 19. NO PROPERTY MANAGEMENT AGREEMENT: Landlord agrees that L&F shall be responsible only for those duties to which L&F expressly agrees herein and for no other

acts or duties, even if and when L&F may, upon occasion, perform certain duties not otherwise described or required by this Agreement. L&F is acting as a rental listing broker and has no liability to Landlord or Tenant for the performance of any term or covenant of a Lease Agreement. L&F is not responsible for any violations of any applicable codes, rules, laws and regulations respecting the Unit condition.

20. SURVEILLANCE EQUIPMENT: Unless otherwise authorized in writing by a Tenant, Landlord will remove or disable any video cameras and other surveillance equipment both inside and outside the property prior to any occupancy by a Tenant. If the Landlord operates any video cameras or other surveillance equipment while the property is unoccupied, Landlord will post notice of such surveillance in a conspicuous place. Landlord agrees to indemnify and hold L&F harmless against any loss, claim, civil action, criminal action, or regulatory action related to violations of New Jersey of federal laws related to privacy or Landlord's use or placement of surveillance equipment at the property.

21. ACKNOWLEDGEMENTS BY LANDLORD: Landlord acknowledges as follows:

- A. The Unit shall be shown and made available to all persons without regard to race, color, creed, religion, national origin, sex, familial status disability, or elderliness or any other protected class, in compliance with all applicable federal, state and local fair housing laws and regulations.
- B. A "service animal" does not constitute a "pet" under applicable law. Even if Landlord prohibits pets in a Unit, Landlord acknowledges that Landlord and L&F shall allow any Tenant to rent the Unit with a service animal. Landlord may not require an additional "pet deposit" for a Tenant with a service animal. http://www.ada.gov/service_animals_2010.htm
- C. Landlord acknowledges receipt of the Consumer Information Statement on New Jersey Real Estate Relationships and has reviewed to Landlord's satisfaction. Landlord acknowledges that Long & Foster intends to work with Landlord as a Transaction Broker.

22. ADDITIONAL PROVISIONS

- A. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party to this Agreement except to the extent incorporated in this Agreement. This Agreement may not be modified or changed except in writing signed by the L&F and Landlord. The rights and obligations of the parties under this Agreement shall not be assignable except with the prior written consent of the other Parties hereto.
- B. This Agreement shall inure to the benefit of the parties hereto and shall be binding upon the parties hereto and their respective heirs, successors, and assigns.
- C. This Agreement shall be construed as to both validity and performance and enforced in accordance with and governed by the laws of the state in which the Unit is located.
- D. If any provision of this Agreement shall be invalid or unenforceable to any extent, the remaining terms, conditions, and provisions of this Agreement shall not be affected thereby

and each remaining term of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law. If any provision of this Agreement is so broad as to be unenforceable, such provisions shall be interpreted to be only as broad as is enforceable.

E. In case of default by either L&F or Landlord, the defaulting party agrees to pay all expenses, including, but not limited to, reasonable attorneys' fees, which may be incurred by the non-defaulting party in attempting to enforce its rights under this Agreement.

LANDLORD:	LONG & FOSTER REAL ESTATE, INC.:
Printed Name:	By:
Date:	Date:
	Name:
LANDLORD:	Title:
Printed Name:	
Date:	
Landlord Mailing Address:	
Email Address:	
	Work:
	Cell:
A	**************************************
	nises at times during the year: Yes No
•	ng? YesNo
Property Specifics and C	omments:
Owner I autho	send rental payments in the calendar year only. is interested in renting off-season weekends. rize my agent(s) to set my rates.
	ne below. If no line is initialed, the Unit will be exclusively listed with L&F.
	sting. This means that no other broker or agency shall be able to publicly list or advertise the availability of the Unit or reserve the Unit.
	ve Listing. Landlord may have an additional co-op broker(s) list the property for rent.

Rate Summary Sheet

Property Address: Landlord's Name:

DAMAGE WAIVER plan -OR- SECURITY DEPOSIT:

\Box

Damage Waiver is in effect for all Lodging Agreements on this **Unity** Each Tenant will be charged an Accidental Damage Waiver ("Damage Waiver"), as an additional cost, for protection of the Unit in lieu of a security deposit. The Damage Waiver is part of L&F's rental contract with the Tenant. The Damage Waiver reimburses for accidental damages caused by Tenant up to \$3,000.00 provided the damage to the Unit is not the result of willful, wanton or grossly negligent behavior. The Damage Waiver does not cover damages caused by pets. See Pet Fee below. If the damages exceed \$1500.00 or are the result of willful, wanton, gross negligent behavior or caused by Tenants' pets, the Damage Waiver program shall not apply, and L&F will notify the Tenant(s) of their duty to reimburse any loss incurred by the Landlord. In no event shall L&F be liable for damages caused by Tenant or their, Tenants, invitees, visitors or any other person or animal provided with access to the Unit by the Tenant.

...or...

вП Landlord requires a security deposit in the amount of _____, and does not consent to the Damage Waiver. Landlord requires that each Tenant deposit a security deposit in lieu of the Damage Waiver. Unless contrary to applicable law, any interest earned on said Security Deposit shall be the sole property of L&F. Landlord understands and acknowledges that the Security Deposit may be automatically refunded to the Tenant thirty (30) days after termination of the Lodging Agreement unless otherwise directed by Landlord in writing. Landlord shall be solely responsible for monitoring the condition of the Property and advising L&F, in writing, as to the disposition of the Security Deposit within said thirty (30) day time period. L&F will attempt, but is not obligated, to report any visible damage to the Unit. If any deposit is to be retained, Long & Foster must have received a statement in writing as to the reason for the landlord withholding money within seven (7) calendar days of tenant checkout. Landlord understands that this explanation will be forwarded to the tenant. Landlord will also provide copies of all invoices and photographs pertaining to the withheld Security Deposit to Long & Foster within fourteen (14) days of the tenant checkout. Landlord understands that these invoices will also be forwarded to the tenant.

Kev #:				
	1/	44.		
	$\kappa \in V$	44.		

*** 2023 Rates ***

Weeks that are unavailable should be marked as "Owner" or "Owner Guest" or with "co-broker name" if property is listed with other agencies.

Start Date:	Rates
04/22: _	
04/29: _	
05/06: _	
05/13: _	
05/20: _	
05/27: _	
06/03: _	
06/10: _	
06/17: _	
06/24: _	
07/01: _	
07/08: _	
07/15: _	
07/22: _	***************************************
07/29: _	
08/05:	
08/12: _	
08/19: _	
08/26: _	
09/02: _	
09/09: _	
09/16: _	
09/23: _	
Full Seasor	n \$
1st Half Sea	
2 nd Half Sea	ason \$

These rates are for the weekly period that runs:
(Check one)
☐ Friday to Friday
☐Saturday to Saturday
☐Sunday to Sunday
·

	OWNER: Key:
GENERAL	Bedrooms: Sleep Total: Baths: Half-Baths: Groups Allowed: Yes/No Pets Allowed: Pets Considered: Smoking: Yes/No Min. Stay: 1wk/2wks/4wks Location: 1blk to beach / 2blks to beach / Bayfront / Beachblock / Beachfront / Oceanfront / Mid-Island Rental Sign Allowed: Yes/No
INDOOR	Internet: Yes/No WiFi Username: WiFi Password: (Both username and password are necessary) Cable TV: Yes/No Type of Cable: # of TVs: # of DVD players: # of VCRs: No. of Dining Seats: No. of Ceiling Fans: Fireplace: Gas/Wood Elevator: Yes/No Phone: Yes/No Phone Number: A/C: Yes/No Type: Central Window # Window Units: Heat Type: Gas/Electric Family Room: Yes/No
OUTDOOR	Beach Tags: Yes/No Qty: Deck: Yes/No Fenced Yard: Yes/No Screened Porch: Yes/No Pool: Yes/No Private or Community Heated: Yes/No Hot Tub: Yes/No Outside Shower: Yes/No Shower Type: Enclosed/Open BBQ: Yes/No Type: Gas/Charcoal Parking: Street only / Garage / Driveway # of Parking Spaces: Garage: Yes/No Garage Code: Storage Shed/Area: Yes/No Deck Furniture: Yes/No If yes, includes: Beach Equipment: Yes/No # of slips: Tennis Courts: Yes/No
BEDDING	King Bed: Queen Bed: Double Bed: Single Bed: Sets/Bunks: # Trundle: Crib: Futon: Day Bed: #Set/Pyramid Bunks: Pyramid Bunk Info # Sofa Beds: Sleep Sofa Size: Location of Sofa Beds: First Floor Bedroom: Yes/No Linens Provided: Yes/No
KITCHEN	Blender: Coffee Maker: Type: Keurig/Mr. Coffee/Drip
VENDORS	Pest Control: Appliance Repair: Cleaner: Handyman: Electrician: Heat A/C: Plumber: Pool Service:
PETS	PETS: Initial A -or- B and C if applicable. A Pets are NOT allowed. B Pets ARE allowed. C Pet Fee (non-refundable) in the amount of \$ is required for any allowed pet. The following pets are NOT allowed:

Just a few more things needed. Please take the time to answer the following. Thank you.

Please circle:

1.	Do you provide beach tags as a courtesy to your tenants? Yes / No If yes, how many? (this will <u>not</u> be put on the amenities and will <u>not</u> be guaranteed)
2.	What is the name of your cleaner? Phone number:
3.	Do you have a spring cleaning completed before the first tenant? Yes / No
4.	What type of coffeemaker do you have? Keurig / Drip / Other
5.	How many off-street parking spaces? 1 2 3 4
6.	Where is the sleep sofa located? Living Room Family Room Other:
7.	Does the family room have doors to make it private? Yes / No
8.	Type of cable service? Basic Preferred Other
9.	Do you provide cleaning products for the tenants to use? Yes / NO
	Location of TVs? Living Room Yes / No Family room Yes / No Master bedroom: Yes / No Other:
11.	Do you provide a clothesline? Yes / No
12.	If you provide BEACH EQUIPMENT, please list what you provideBeach Chairs: Yes or No #Beach Umbrella: Yes or NoBeach Toys: Yes or No #Other:
13.	If you provide <u>DECK FURNITURE</u> , please list what you provideTable: Yes or NoDeck Umbrella: Yes or NoLoungers: Yes or No #Chairs: Yes or No #
14.	Is the kitchen stocked with any of the following? Big pots: Yes / NoColander: Yes / NoBaking Trays: Yes / NoLobster Pot: Yes / NoEnough plates, dishes, and glassware for the stated occupancy limit: Yes / No

(Rev. October 2018) Department of the Treasury Internal Revenue Service

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.

	1 N	lame (as shown on your income tax return). Name is required on this line; do r	not leave this line blank,									
	2 B	dusiness name/disregarded entity name, if different from above										
Print or type. Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. Individual/sole proprietor or					ins	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)					
tion	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶				_ ¯^`	-,p. p.	.,					
Print or type. ic Instructions	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.				s	Exemption from FATCA reporting code (if any)						
ecif		Other (see instructions) >				(Ар)	piles to ac	counts m	aintein	ad outsid	e the U.	s.)
g.	5 A	ddress (number, street, and apt. or suite no.) See instructions.		Reques	iter's nan	ne and	addres:	s (optic	onal)			
See	6.0	City, state, and ZIP code										
	• •	oity, state, and zir code										
	7 🗆	ist account number(s) here (optional)							•			
Par	i I	Taxpayer Identification Number (TIN)										
	_	TIN in the appropriate box. The TIN provided must match the name	given on line 1 to av	oid	Social	securi	by num	ber				
backt reside	backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a											
•	TIN, later.				1							
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter. Employer Identification number			mibe	<u>, </u>	T]]						
		, ,				-						
Par	t II	Certification										
		alties of perjury, I certify that:										
 The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 						e am						
	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 exempt from FATCA reporting is correct.												
you ha	ave fa sition	on instructions. You must cross out item 2 above if you have been not ailed to report all interest and dividends on your tax return. For real esta or abandonment of secured property, cancellation of debt, contributior interest and dividends, you are not required to sign the certification, but	te transactions, item 2 ns to an individual retir	2 does n rement a	ot apply. irrangerr	For ment (IR	iortgag IA), and	e inter d gene	rest p erally	oaid, , payn	nents	
Sign Here		Signature of U.S. person ►	!	Date ►								
Ge	ne	ral Instructions	• Form 1099-DIV (di funds)	ividends	, includi	ng tho	se fro	m sto	cks	or mut	tual	
Section		ferences are to the Internal Revenue Code unless otherwise	• Form 1099-MISC	(various	types o	f incor	ne, pri	zes, a	war	ds, or	gros	s

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,



DIRECT DEPOSIT AUTHORIZATION				
☐Initiate Direct Deposit	Revise Direct Deposit	Terminate Direct Deposit		
AUTHORIZED AC	GREEMENT FOR AUTOMATIC DEPO	SITS (ACH CREDITS)		
Company Name: Long and Foster Re	al Estate, Inc. Company ID N	Number: 54-0840457		
I hereby authorize Long and Foster to initiate, if necessary, debit and a	Real Estate, Inc. to deposit my rental in djustments for any credit entries in erro	ncome through ACH credit entries and or to the following account:		
<u> </u>	Select One:			
Checking Account (attach a voided check)	Savin	ngs Account outing & account # from your financial institution)		
Routing &Account number (please print)	Routing	g &Account number (please print)		
Financial Institution	City	State, Zip		
A VOIDED CHECK OR SAVIN DEPOSIT. YOUR REQUEST WIL	>>>PLEASE BE ADVISED<<<< GS VERIFICATION IS NEEDED IN ORI L NOT BE PROCESSED IF YOU DO N SAVINGS ACCOUNT VERIFICATION	OT INCLUDE A VOIDED CHECK OR		
as soon as possible. This authority	ution and/or account number, it is my r is to remain in effect until Long & Fost nanner as to afford Long & Foster and I	er has received written notification		
PROPERTY ADDRESS				
NAME (please print)	DATE			
SIGNATURE	**************************************			
	FOR COMPANY USE ONLY			
Date Received:	Proces	ssed By:		
Barefoot ID:	NOTE:	S:		

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