



Island Realty Group

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www.IRGroupNJ.com
www.WildwoodRents.com

2023 Rental Listing Agreement

The Number 1 Rental Agency in the Wildwoods!

2023 Rental Listing Agreement

BETWEEN:

Island Realty Group, a licensed Real Estate Broker in the State of New Jersey

And:

Owner Name(s): _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

E-Mail: _____

Phone: _____ Cell: _____

Rental Payments Made Payable to: _____

Social Security No. or EIN of entity receiving payments: _____

For the Property located at:

Street Address: _____ Floor: _____ Unit #: _____

City: _____ State: NJ Zip: 08260

Condominium/HOA Name: _____ Year Built: _____

Are CCTV Cameras in use within Common Areas? _____

Access Information: Key: _____ Door Code #: _____ Lockbox #: _____

Property Description or Attributes you want mentioned:

View from Home or Unit: _____

Other Realtors Who Rent Property: _____

Security Deposit: \$_____ (Seasonal Rentals are 10% of gross rental amount)

Property Type/Rooms:

Type: House _____ Condo _____ Townhouse _____ Duplex _____ Multi-Family _____
Number of Bedrooms: _____ Number of Baths: _____ Sleep/Occupancy Total: _____

Basic Rules & Conditions:

Pets Permitted: _____ Pets Considered: _____ Pet Fee: _____ Pet Free Property: _____
Rent to Groups: _____ Minimum Age for Rental: _____

Property Bed Totals:

King Beds #: _____ Location: _____
Queen Beds #: _____ Location: _____
Double Beds #: _____ Location: _____
Single Beds #: _____ Location: _____
Air Mattress#: _____ Location: _____
Bunk-Double #: _____ Location: _____
Sofa Beds-Double #: _____ Location: _____
Sofa Beds-Queen #: _____ Location: _____
Sofa Beds-Single #: _____ Location: _____
Trundles #: _____ Location: _____
Rollaways #: _____ Location: _____
Cribs #: _____ Location: _____
Futons#: _____ Location: _____
Day Beds #: _____ Location: _____
Pyramids #: _____ Location: _____
Portable Cribs #: _____ Location: _____

Kitchen Features:

Type: Kitchenette: _____ Full Kitchen: _____ Gourmet Kitchen: _____

Appliances: Full Refrigerator: _____ Mini-Refrigerator: _____
Stove: _____ Cooktop: _____ Oven: _____
Dishwasher: _____ Microwave: _____ Toaster Oven: _____
Disposal: _____ Coffee Maker: _____ Blender: _____
Lobster Pot: _____ Food Processor: _____ Crock Pot: _____
Keurig: _____ Convection Oven: _____

HVAC / Fans:

Central AC: _____ Window AC: _____ Wall AC: _____ Ceiling Fans #: _____

Do you maintain remote control of Thermostat? _____

Utilities:

If applicable are utilities included for Monthly or Seasonal Rentals: _____

Laundry:

Type: Private in Home: _____ Shared: _____ Coin-op: _____

Appliances: Washer: _____ Dryer: _____ Iron: _____ Ironing Board: _____

Parking:

Type: Garage: _____ # of Garage Spaces: _____ Shared or Private: _____

Type: Driveway: _____ # of Parking Spaces: _____ Shared or Private: _____

Parking Pass Required? _____ Parking Access Code? _____

Electronics:

Televisions: _____ Basic Cable: _____ Expanded Cable: _____ # DVD: _____

WiFi / Internet:

Hi-Speed Internet: _____ Wireless LAN / WiFi: _____

WiFi Name: _____ WiFi Password: _____

Additional Features / Other Information:

Private Pool: _____ Association Pool: _____ Heated Pool: _____ Pool Tags: _____
Elevator: _____ Private: _____ Common: _____
Linens Provided: _____ Tenant Brings Linens: _____
Storage Area: _____ Private: _____ Common: _____
Balcony: _____ Covered: _____ Private: _____ Common: _____
Vacuum: _____ Highchair: _____
Outside Shower: _____ Private: _____ Shared: _____ Enclosed: _____
Bikes: _____ Beach Equipment: _____
BBQ: _____ Private: _____ Shared: _____ Gas/Elec/Charcoal: _____
Cleaning Included in Rate: _____

Essentials:

Mattress Pads: _____ Pillows: _____
Pots/Pans: _____ Silverware: _____ Dinnerware: _____ Cooking Utensils: _____
Beach Chairs: _____ Beach Umbrella: _____

Boating:

Boat Dock/Slips: _____ # Boat Dock/Slips: _____

Decking / Yard:

Sun/Open Deck: _____ Rooftop Deck: _____ Deck/Outside Furniture: _____ # Decks: _____
Lawn Area: _____ Fenced Yard: _____ Level Yard: _____ Private Yard: _____

Patio / Porch:

Open/Covered Porch: _____ Screened Porch: _____ Patio: _____

ADA Access:

Ramp: _____ Elevator to Ground: _____ Grab Bars: _____ Interior ADA Compliant?: _____

GENERAL TERMS & PROVISIONS:

- Agent Authorization.** By signing this agreement, the Owner or authorized agent verifies that they have the legal right to rent the above Property. The Owner does hereby authorize and give Island Realty Group/Joseph Zarroli (Rental Agent) permission to rent this Property at the rates and for the rental periods listed below or for any other price or length of stay to which the Owner may agree. The term of this Rental Listing Agreement is for the period beginning January 1, 2023 and ending December 31, 2023. Any decrease in the rental rates set forth below must be approved by Owner in writing. **NO VERBAL APPROVALS OF RATES WILL BE ACCEPTED.**
- Real Time Rental Owner Platform.** Upon receipt of this listing agreement executed by Owner, Rental Agent will provide the Owner access to the Real Time Rental Owner Platform (RTROP). The **Owner** will be responsible for maintaining the calendar which shall designate all unavailable time periods, Owner guest reservations, or other agency bookings. **Any time period which is not designated as reserved or otherwise unavailable on the RTROP shall be considered available for the purpose of securing rentals.** Rental Agent will contact the Owner via phone & email to report any reservations secured by Rental Agent. Owners must **IN WRITING** confirm all rentals secured by Rental Agent within 2 days of Owner's receipt of notice from Rental Agent. Rental Agent will notify all agencies listed above as marketing the property for rental via facsimile or email immediately. It is the Owner's responsibility to verify availability on their online calendar prior to entering any Owner secured leases or outside agency reservations.
- Double Bookings.** In the event the unit is double booked either through Owner error or outside agency error, the rental notification date shall take priority and be permitted occupancy. In the event a renter voluntarily terminates its rental agreement for a Property due to a double booking by the Owner or outside agency, the Owner shall pay Rental Agent the commission due on the rental amount of the original rental agreement and immediately refund to Island Realty Group any amounts paid on account of the canceled rental.
- Rental Payment Collection and Disbursement.** Rental Agent shall collect on behalf of Owner all rental and security deposits. All funds shall be placed in the Rental Agent's Escrow Account (a non-interest-bearing account) prior to disbursement. Owner disbursements shall be made as follows:
 - Owner's portion of initial rental deposits required to reserve the property shall be disbursed to the Owner beginning March 15th of the year in which this agreement is in effect. Thereafter initial rental deposits will be disbursed on the 15th of each succeeding month until the 1st Monday of June when rental payments will be disbursed on a weekly basis.
 - Owner's portion of remaining rental balances shall be paid on a weekly basis, based on the rental agreement check-in date. *(For example: a Saturday or Sunday check-in will be disbursed the Monday immediately following check-in)*
- Disputes.** In the event a dispute arises on a rental for issues unrelated to paragraphs 8 and 9 in this agreement, funds will be held by Rental Agent until the dispute can be resolved between the parties. In the event the Owner has been paid the rental proceeds, the Owner is responsible for said funds and shall be liable for any payment due back the renter and or Island Realty Group should the dispute be resolved in favor of the renter.
- Commission.** Owner agrees to pay Rental Agent a commission of 12% of the gross rental amount for all rentals procured by Rental Agent. All payments are to be collected by Rental Agent, and commission shall be deducted from each installment of rent received by the Rental Agent. Owner understands and agrees that the commission fee is solely for the purpose of securing renters and does not include maintenance, cleaning or property management services. **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.**
- Sale.** Owner agrees to notify rental agent immediately upon entering a listing agreement for the sale of the property. In the event the property is scheduled to be sold during the listing contract time period, the current Owner will provide Rental Agent with at least 30 days notice prior to closing. Owner agrees to provide Rental

Agent with all Broker/Agent information concerning the sale as well as all contact information of the buyer. Upon receipt of the said notice, Rental Agent will discontinue its efforts to rent the property after the closing date, unless instructed otherwise by Owner. Owner is responsible for the reimbursement to Rental Agent of any rental funds paid to them previously that would be due to the Buyer at the time of closing for any rental agreements pending. Owner agrees to reimburse Rental Agent at least 2 weeks prior to closing for reallocation to the Buyer. The listing agreement for sale must include the status of pending rentals for the property as prescribed by law and any sale of the property shall be subject to all rentals booked by Rental Agent prior to the closing date.

8. **Cancellation.** In the event of a cancellation by the renter, all funds shall be held by Rental Agent until the earlier of (i) the last date of the rental period; or (ii) in the event the property is re-booked, the date upon which payment is received in full from the new renter. In the event the unit has been rebooked the canceling renter shall receive a refund of all monies paid less (a) the processing fee collected by Rental Agent; and (b) in the event the property is rented for an amount less than the original price, the difference between the original rental price and the new rental price. Under scenario "b" should the replacement rental not be an Island Realty Group placed renter, Owner must provide supporting documentation of the replacement rental price and proof of payment. Under no circumstances shall a complimentary or "free of charge" rental be justification for retaining a renters previously paid rent or security deposit. If the unit has not been rebooked any collected funds shall be disbursed to the Owner less the processing fee due to the Rental Agent and commission based on the amount collected. In the event of a cancellation **by the owner**, owner must notify the Rental Agent immediately in writing of their decision to cancel a rental and provide the reason for cancellation. In the event such cancellation is due to a late rental payment by the renter, the tenant must be afforded 10 days to cure said payment deficiency. Should the deficiency be cured, the rental agreement shall remain in effect.
 - If the Owner has already received funds for the cancelled reservation and the renter is due a refund the Owner shall return the funds to Rental Agent; provided that , if the Owner has available monies in their Owner's account, Rental Agent may deduct the refund amount from funds to be paid to the Owner on account of other rentals.
 - Should a County, State or Federal Emergency be declared whereas occupancy of the property or travel to the locale in which the property is located is prohibited by law **at the time of intended occupancy** the Renter shall be due (1) a total refund of all monies paid towards rent and security, **or** (2) by the mutual agreement of both the Owner and Renter a credit towards a future stay. Any County, State or Federally mandated cancellation rules shall take precedence over the standard cancellation policy contained herein.
9. **Security Deposit.** Rental Agent will automatically refund all security deposits ten (10) days after expiration of the rental period unless otherwise directed by the Owner. 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. Owner notifications must be in writing and received by Rental Agent within three (3) days of the renter's departure. Owner understands that security deposits may NOT be held for normal wear and tear items. Security deposits can be held for such conditions as excessive cleaning, trash removal, damage/expense due to renter's negligence or any other item that suggests the renter did not leave the property in the condition in which renter found it. In the event of any dispute, it is the Owner's responsibility to notify Rental Agent in writing and supply photos and/or invoices indicating the damage and repair. In the event of a dispute, the Owner authorizes the release of the Owner's contact information.
10. **Non-refundable Renter Processing Fee.** The undersigned Owner understands and agrees that Island Realty Group may charge a non-refundable processing fee to the tenant under each lease. This fee represents the efforts of Island Realty Group in processing the rental application of the tenant.
11. **Agency Disclosure.** Rental Agent is acting solely as a Transaction Agent in each rental secured by Island Realty Group. By signing below, Owner acknowledges receipt of the Consumer Information Statement on New Jersey Real Estate Relationships, which may also be viewed or downloaded from one of our websites.

12. **Owner Indemnification.** Rental Agent cannot be held responsible for the fulfillment of any terms or payments of a reservation/rental of the property. Rental Agent is not responsible and cannot be held liable for any damage to real or personal property or any stolen items, nor can Rental Agent be held liable or responsible for any work or services performed by third parties, such as independent contractors, handymen, companies including but not limited to carpet cleaning, appliance repair, etc. Owner hereby agrees to indemnify and hold harmless Rental Agent from any and all claims, losses and actions arising from Rental Agent's performance under this agreement; including, but not limited to, claims for personal injury, property damage, security deposit disputes, breach of rental agreement terms, failure to pay any rental amounts when due and renter claims of non-habitability. Rental Agent is not responsible to enforce the terms of any rental agreement or to evict or remove renters in the event of their breach of the rental agreement.

13. **Form of Agreement.** Rental Agent is utilizing a standard form rental agreement for Owner's use. Rental Agent has not prepared the rental agreement on Owner's behalf and makes no representations regarding the content of the rental agreement. Owner acknowledges that Owner has had the opportunity to have Rental Agent's form rental agreement reviewed by Owner's counsel. Owner agrees to release, indemnify and hold harmless Rental Agent from and against all claims arising from Rental Agent's form rental agreement.

14. **Condition of Property.** Rental Agent has no duty to inspect or make repairs to the 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 solely responsible for all property inspections. All Owner personal items will be secured in a designated, locked Owner's closet. Owner also certifies that to the best of Owner's knowledge all heating, air conditioning, plumbing, electrical, mechanical systems, and appliances are in good working order and furnishing and bedding are in good condition. Owner understands that in preparation for the first check-in, their unit must be entirely Spring Cleaned which includes but not limited to, all carpets cleaned, all surfaces dusted, all windows cleaned, all furniture polished, all kitchen appliances & cabinets cleaned and all baths cleaned. Prior to Rental Agent's first check-in, Rental Agent reserves the right to inspect the property. In the event, a property is not spring cleaned, the Owner will be given 10 days to comply. If the Owner does not comply with Spring Cleaning, Rental Agent may have the property cleaned and charge the Owner's account accordingly.

15. **HOA Association Fees:** In the event the tenant is denied usage of common area amenities due to non-payment of assessments, association or condo fees, the Owner agrees to permit Island Realty Group to deduct any outstanding assessments or fees due to the Association from any rental income due to the Owner and to forward same to the Condominium Association, if necessary. Island Realty Group reserves the right to charge a \$50 processing fee for each transaction.

16. **Cleaning.** If a client of Rental Agent arrives at a property and the home has not been properly cleaned, Rental Agent reserves the right to have the cleaning performed and deduct the cleaning amount from the Owner's proceeds. Additional charges may apply for after hour service or for extensive cleaning.

17. **Repairs & Maintenance.** Rental Agent is not operating as a property management or maintenance service company under this agreement. Owner authorizes Rental Agent to undertake repairs, replacement or cleaning up to a maximum of \$300.00 for each incident. For repairs, replacements or cleaning exceeding this sum, Rental Agent will attempt to obtain permission of Owner. In the event the Owner can not be reached Rental Agent reserves the right to obtain a contractor or perform services in emergency situations and deduct any service amount from the Owner's proceeds. This paragraph 15 shall not create any duty or obligation upon Rental Agent with respect to the inspection or repair of the property. In the event agent needs to purchase/deliver any items to the property a service charge may apply.

18. **Appliance / Systems Information.** If you have a Service Contract for any of the systems (HVAC, appliances etc), please provide the service company information below. If you do not have a Service Contract but do use a specific repairman or contractor, please provide that information. In the event a contractor is not provided the Rental Agent reserves the right to provide a suitable contractor.

1. Appliance _____
2. Plumber: _____
3. Electrician: _____
4. A/C Repair: _____
5. Cleaning: _____
6. Handyman: _____
7. Other: _____

19. **Key Service:** On any *Owner secured rentals*, agent will provide key pick up and drop off in accordance with the check in and checkout times established by Rental Agent **should the Owner desire**. A \$65.00 fee applies for each occurrence. At no time will the Rental Agent accept payment on behalf of the Owner for Owner placed rentals.

20. **Credit Cards:** Property owner understands that Island Realty accepts Credit/Debit cards as a form of payment for reservations and is required by law to disclose the same to the owner. Property Owner understands that any reservation with payment made on a credit/debit card is subject to the possibility of a charge back from the card servicer on behalf of the tenant. In the event of a “charge back” from the tenant, Island Realty agrees to assist the owner in the dispute process but cannot guarantee a resolution in favor of the property owner. Island Realty is a third party in the transaction, the owner is responsible for any funds due to Island Realty as a result of a ruling in favor of the tenant. The owner agrees to refund said funds to Island Realty immediately following a decision from the card servicer.

21. **Remote Access of Amenities:** Should the homeowner have remote access and the ability to control utilities such as the HVAC system in the home, this must be disclosed to the tenant at the time of the lease.

22. **Surveillance Equipment.** Island Realty Group recommends that all video cameras and other surveillance equipment, both inside and outside the property, be removed prior to any tenant occupying the property. Island Realty Group suggests that any video cameras and other surveillance equipment at the property while unoccupied be clearly posted that the area is under video or other surveillance. Any video cameras or other surveillance equipment that is going to remain at the property during occupancy must be disclosed to tenants prior to them accepting a lease. Owner agrees to indemnify Island Realty Group from any violations of State or Federal Privacy Laws, and any other civil or criminal complaint or other legal action that pertains to the use or placement of any video cameras or other surveillance equipment located at the property.

23. **Internet Access.** Owner agrees that if internet access is offered, internet access in the property means that the equipment is located within the Owner's property or individual unit. Getting a connection from a neighboring house or establishment is not considered providing internet access.

24. The following exhibits/documents are hereby incorporated into the Rental Listing Agreement: Agency Disclosure, Rate Schedule, and Property Information/Inventory Form.

Miscellaneous Property Information

Trash Day:	___Monday ___Tuesday ___Wednesday ___Thursday ___Friday ___Saturday
Recycling Day:	___Monday ___Tuesday ___Wednesday ___Thursday ___Friday ___Saturday
House Rules:	___In the Unit ___ Hand out to tenant (Please provide with Listing Agreement)

2023 Rental Rates

MAY		JUNE		JULY		AUGUST		SEPTEMBER	
Week Beginning	Rate	Week Beginning	Rate	Week Beginning	Rate	Week Beginning	Rate	Week Beginning	Rate
May 6 th		June 3 rd		July 1 st		Aug 5 th		Sept 2 nd	
May 13 th		June 10 th		July 8 th		Aug 12 th		Sept 9 th	
May 20 th		June 17 th		July 15 th		Aug 19 th		Sept 16 th	
May 27 th		June 24 th		July 22 nd		Aug 26 th		Sept 23 th	
				July 29 th				Sept 30 th	

Memorial Day Weekend July 4th Week Labor Day Fireman's Weekend Irish Weekend

3 NIGHT MINIMUM RATE RECOMMENDED (Per Night rate)

Winter	Spring	Pre-Value	Prime	Post-Value	Fall
1/1 - 4/25	4/26 - 5/23	5/24 - 6/20	6/21 - 9/2	9/3 - 9/26	9/27 - 12/31

We recommend a nightly rate for a minimum of 3 nights as this is particularly popular for the winter wrestling tournaments, early summer beach blast weekends, and the fall special event weekends such as Fireman's, Irish and Bikers' Weekends.

Seasonal & Monthly Rates

Seasonal rate* (5/28 - 9/6): \$ _____

June: \$ _____ July: \$ _____ August: \$ _____

Utilities included for Seasonal Term: Cable _____ Electric _____ Gas _____ Internet _____

Utilities included for Monthly Term: Cable _____ Electric _____ Gas _____ Internet _____

*Rental Agent will market Seasonal reservations until May 15; any remaining available vacation properties will then be promoted on a weekly or monthly basis if applicable after that time period. We encourage our owners to have nightly rates published for the shoulder season as there are many special event weekends that take place.

The undersigned acknowledge they have read all the pages of this Agreement and warrant the accuracy of all statements and information contained herein. By their signatures, the undersigned certifies that this agreement is the entire and only agreement between the parties and voids any prior agreements. The terms of this agreement may only be changed provided such changes are in writing and agreed to by both parties.

Owner: _____ Date: _____

Owner: _____ Date: _____

Please list the following items that are included with your unit. We have recommendations after each item

COOKWARE/POTS/PANS

Assort. Sized frying pans & lids (3) _____

Assort. Sized saucepans & lids (4) _____

Oversized spaghetti pot & lid (2) _____

Roasting pan & lid (1) _____

Broiler pan (1) _____

Asst. sized casserole dishes (5) _____

BEDROOM-MASTER

Color TV w/ remote (1) _____

Lamp/Clock radio/waste basket (1 ea) _____

BEDROOM-2nd

Color TV w/remote (1) _____

Lamp/Clock radio/Waste basket (1 ea) _____

BEDROOM-3rd

Color TV w/ remote (1) _____

Lamp/Clock radio/Waste basket (1 ea) _____

FOOD PREPARATION

Mixing bowls (3) _____
Measuring spoons/cups (1 set/1 set) _____
Assorted knives (6) _____
Knife sharpener (1) _____
Can opener/bottle opener (1 ea.) _____
Corkscrew/peeler (1 ea) _____
Assort. Cooking utensils (8) _____
Colander/grater (1 ea) _____
Plastic storage containers (8) _____
Beverage pitchers (2) _____
Cutting board (1) _____

BEDROOM-4th

Color TV w/ remote (1) _____
Lamp/Clock radio/Waste basket (1 ea) _____

LIVING ROOM

Color TV (min 22") w/remote (1) _____
VCR/DVD player (1) _____

BATHROOM

Toilet brush (1/bathroom) _____
Plunger (1) _____
Non slip mat/waste basket (1/bath) _____

DISHES/GLASSWARE/FLATWARE/MISC

Dinner Plates/Salad plate (6/6) _____
Bowls (6) _____
Assort. Sized glasses (16) _____
Cups/Mugs (6) _____
Wine glasses (6) _____
Flatware (service for 8) _____
Steak knives (6) _____
Bowls (3) _____
Spoons/Forks (2/2) _____
Trash cans-interior (3) _____

Iron/Ironing board (1 ea.) _____
Vacuum cleaner (1) _____
Vacuum bags/belts (8/2) _____
Broom/Dustpan/Mop/Pail (1 ea.) _____
Dish towels/cloths (5 ea) _____
Potholders/hot plates (2/3) _____
Platters (2) _____
Salt & Pepper shakers (1 set) _____
Hangers (30/closet) _____

BEDDING

Mattress cover (1/bed-1 spare/bed) _____
Bedsread/Quilt (1/bed-1 spare/bed) _____

Pillows (2/bed-2 spare/bed) _____
Blankets (1/bed) _____

***COMMON AREA GARBAGE/RECYCLING:**

Based on 3 bedroom/2 bath, increase by 1 can for each additional bedroom

(3) 32 GALLON FOR GARBAGE

(2) 32 GALLON FOR GLASS/CANS RECYCLING

(1) 32 GALLON FOR CARDBOARD

REV. 08032020

Island Realty Group Use Only

_____ Date Received _____ Initials _____ in RTR _____ Initials