



Approved Plain Language Agreement adopted by, and for, the exclusive use of. Approval of a consumer contract by the attorney general only means that simple, understandable and easily readable language is used. It is not an approval of the contract's terms or legality. Underlined items and amenities are not part of the Approved Plain Language Agreement.

**OWNER INFORMATION**

OWNER: \_\_\_\_\_  
 MAILING ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 HOME PHONE: \_\_\_\_\_  
 WORK PHONE: \_\_\_\_\_  
 CELL PHONE: \_\_\_\_\_  
 FAX: \_\_\_\_\_  
 MAKE CHECKS PAYABLE TO: \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_  
 SOCIAL SECURITY/FED EIN# \_\_\_\_\_

**PROPERTY INFORMATION – YOUR RENTAL LISTING AGENT IS \_\_\_\_\_**

ADDRESS: \_\_\_\_\_ UNIT/FLOOR \_\_\_\_\_  
 UNIT TELEPHONE NUMBER: \_\_\_\_\_  
 MINIMUM RENTAL PERIOD: \_\_\_\_\_ DAYS (MULTIPLES OF 7)  
 SECURITY DEPOSIT REQUIRED: \_\_\_\_\_  
 APPLIANCE REPAIR: \_\_\_\_\_ ELECTRICIAN: \_\_\_\_\_  
 PLUMBER: \_\_\_\_\_ CLEANING: \_\_\_\_\_  
 COMBINATION CODES: \_\_\_\_\_

**NUMBER OF BATHS: \_\_\_\_\_ NUMBER OF BEDROOMS: \_\_\_\_\_ OCCUPANY LIMIT: \_\_\_\_\_**

PROPERTY AMENITIES- PLEASE INDICATE THE NUMBER OF EACH IF APPLICABLE				
	GROUPS		DISHWASHER	INTERNET ACCESS
	AIR COND		MICROWAVE	ROOFTOP DECK
	KING BEDS		POOL (IN SEASON)	PET FRIENDLY
	QUEEN BEDS		COFFEE MAKER	PORCH/DECK
	DOUBLE BEDS		TV	JACUZZI/WHIRLPOOL
	SINGLE BEDS		DVD	NON SMOKING UNIT
	SOFA BEDS		EXPANDED CABLE	OUTSIDE SHOWER
	BUNKBED S/S		ELEVATOR	LINENS PROVIDED
	BUNKBED S/D		GARAGE	OCEAN VIEW
	WASHER/DRYER		CEILING FANS	OFFSTREET PARKING

- OTHER AGENCIES HANDLING RENTAL: \_\_\_\_\_
- Wifi Code: \_\_\_\_\_ Wifi Password: \_\_\_\_\_
- Beach Tags # \_\_\_\_\_ Beach Chairs # \_\_\_\_\_ Grill \_\_\_\_\_ Bikes \_\_\_\_\_ Umbrella \_\_\_\_\_ High Chair \_\_\_\_\_

## RENTAL RATES AND AVAILABILITY 2020

#	Rental Period	Rent Amount	#	Rental Period	Rent Amount
1	1/04/2020		36	9/5/2020	
2	1/11/2020		37	9/12/2020	
3	1/18/2020		38	9/19/2020	
4	1/25/2020		39	9/26/2020	
5	2/01/2020		40	10/3/2020	
6	2/8/2020		41	10/10/2020	
7	2/15/2020		42	10/17/2020	
8	2/22/2020		43	10/24/2020	
9	2/29/2020		44	10/31/2020	
10	3/7/2020		45	11/7/2020	
11	3/14/2020		46	11/14/2020	
12	3/21/2020		47	11/21/2020	
13	3/28/2020		48	11/28/2020	
14	4/4/2020		49	12/5/2020	
15	4/11/2020		50	12/12/2020	
16	4/18/2020		51	12/19/2020	
17	4/25/2020		52	12/26/2020	
18	5/2/2020				
19	5/09/2020		<b>LONG-SHORT TERM RENTALS</b>		
20	5/16/2020		71	FULL SEASON	
21	5/23/2020		72	1ST HALF SEASON	
22	5/30/2020		73	2ND HALF SEASON	
23	6/06/2020		74	MAY	
24	6/13/2020		75	JUNE	
25	6/20/2020		76	JULY	
26	6/27/2020		77	AUGUST	
27	7/4/2020		78	SEPTEMBER	
28	7/11/2020		99	WINTER	
29	7/18/2020		100	YEARLY	
30	7/25/2020				
31	8/1/2020				
32	8/08/2020				
33	8/15/2020				
34	8/22/2020				
35	8/29/2020				

1. **Rental Listing Agreement.** Owner represents that the Owner is the Owner of the Property or 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 the above Rental Agent, the Owner does hereby authorize and give the Rental Agent a listing to lease this Property at the prices listed or for any other price for which the Owner may agree. The term of this Rental Listing Authorization is for the period set forth above. 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 designated the other rental agents above.

2. **Rental Payment Collection and Disbursement.** The Rental Agency shall collect on behalf of the Owner all rental payments and security deposits required. All such funds shall be placed in the Rental Agency's Trust Account (a non interest-bearing account) prior to disbursement. Owner acknowledges that any payment shall not be disbursed to the Owner until a reasonable time after such funds have cleared the account of the Rental Agency. Should any funds paid by the tenant be rejected, declined, returned or credit card charge-back held by the Bank, the Owner agrees to refund JESSE REAL ESTATE any monies Owner has received from such payment.

3. **Commission.** Owner agrees to pay Rental Agent a commission of 14% (Family Leases). All payments are to be collected by Rental Agent and the commission shall be deducted from each installment of rent received by the Rental Agent. In the event the Rental Agent has made a payment to the Owner, which the Tenant withdraws, submits a check that is returned as "Insufficient Funds", or otherwise cancels such that the Rental Agent never receives the funds, the Owner agrees to reimburse the Rental Agent for any such funds. Rental agent may deduct such reimbursement from any funds of owner held or received by rental agent. Owner understands and agrees that the commission fee is solely for the purpose of securing tenants and does not include Property management services. The Rental Agent is not a Property manager. Owner is solely responsible for all Property inspections. In addition, in the event a tenant procured by the Rental Agent purchases or re-leases the Property from the Owner within two (2) years of

the date of the original lease, the Owner agrees to pay the Rental Agent a commission of 14 % 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.

4A. **VACATION RENTAL DAMAGE PROTECTION (VRDP):** All rentals include a \$50 premium that the tenant will pay to JESSE REAL ESTATE for a VRDP (provided through CSA Travel Protection and Insurance Services) that financially protects the tenant (up to \$1,500.00) for unintentional damages they may cause to your rental property during their stay, provided such damage is disclosed and reported by the Tenant to JESSE REAL ESTATE, INC. prior to check-out. Should the Tenant not disclose/report damages and damage is found after the tenant checks out, Owner and/or owner's cleaning service and/or contractors can still report in writing, any damages found to JESSE REAL ESTATE, INC. within a maximum of seven (7) days of the check-out date.

FOR ALL CLAIMS: YOU THE OWNER MUST SUBMIT TO JESSE REAL ESTATE INC. ANY/ALL PAID IN FULL RECEIPTS FOR REPAIRS AND/OR REPLACEMENTS. YOUR CLAIM WILL BE DENIED BY CSA UNLESS YOU PRESENT "PAID IN FULL" RECEIPTS. CSA does not pay for, reimburse nor honor any claims/invoices/receipts for excessive cleaning, telephone toll calls, internet charges or TV Cable pay-per-view charges. Reimbursement checks will be paid directly to JESSE REAL ESTATE, INC. by CSA Travel Protection and Insurance Services and JESSE REAL ESTATE, INC. will disburse such funds accordingly. Certain terms and conditions apply. Full details of the VRDP are contained in the Certificate of Insurance or Insurance Policy, and can be found on-line on our website at [www.Jess.com](http://www.Jess.com) under the drop-down header button entitled "Vacation Rentals". In the event Tenant chooses not to purchase the VRDP a standard security deposit of \$1,500.00 or an amount equal to the full price of the rental, whichever is less, will be charged to the tenant.

4B. **Security Deposit.** Owner is aware that in the event a Security Deposit is charged (in lieu of the VRDP), it will automatically be refunded back to the Tenant within ten (10) days after lease termination date. Landlord MUST notify JESSE REAL ESTATE, INC. IN WRITING within that ten (10) day period to collect monies from the security deposit. Landlord is solely responsible for the monitoring the condition of the property. Security Deposits are not held for excessive cleaning, telephone toll calls, internet charges or TV Cable pay-per-view charges. In the event of a Security Dispute, Owner authorizes JESSE REAL ESTATE, INC. to release Owner's contact information to Tenant should the Tenant request it.

5. **Non-refundable Tenant Processing Fee.** The undersigned Owner understands and agrees that the Broker/Rental Agent under this contract may charge a non-refundable tenant processing fee to the tenant under each lease. This fee represents the efforts of the Rental Agency in processing the rental application of the tenant. The undersigned owner understands that the Broker/Rental Agent represents only the Owner in this rental transaction and the commission to the Rental Agent in this agreement as well as the Tenant Processing Fee represents compensation from both parties for the rental transaction. This fee will be deducted from the first payment made by the tenant.

6. **Owner Indemnification.** Owner hereby indemnifies Rental Agent for any and all claims, losses and expenses, including reasonable attorney's fees incurred in connection with the rental of the Property, including the holding or release of any security deposit or the placement of real estate signs on the Property. Owner hereby authorizes the rental agent to release the security deposit to the tenant as set forth in this listing agreement. Owner understands and agrees that the Rental Agent is acting as Rental Agent only and is not a manager of the Property.

7. **Sub-Agency Agreement:** Rental Agent may enter into a Sub-Agency Agreement with one or more Real Estate Rental Offices in order to secure rentals for Owner. Such an agreement allows Rental Agent the right to split their commissions and fees with other Real Estate Rental Offices and allows these Sub-Agency Offices to market and secure rentals for owner's property under this Sub-Agency Agreement.

8. **Sign Authorization.** Owner hereby grants Rental Agent the authority to erect a rental sign on the Property. The Owner acknowledges that the Owner is aware of the Ocean City, New Jersey municipal ordinances governing real estate signs. The Owner further acknowledges that no other broker has been given the authority to place a real estate sign on the Property, which would result in violation of the Ocean City, New Jersey ordinances governing real estate signs. The Owner is solely responsible for any and all violations of municipal ordinances in regard to the placing of real estate signs on the Property.

9. **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 the those pertaining to licensing land use, health codes and fire safety.

10. **Consumer Information Statement .** By signing this Listing Agreement the Owner acknowledges receipt of the Consumer Information Statement on the New Jersey Relationships. All JESSE REAL ESTATE, INC. Agents as authorized representatives of JESSE REAL ESTATE, INC. intend at this time to work with you as Owner/Landlord Agents only.

11. **Attorney General Memorandum.** Owner agrees to comply with the Memorandum of the Attorney General of New Jersey regarding the New Jersey Law against Discrimination and Federal Fair Housing Law.

The undersigned acknowledges that they have read all pages of this Listing Agreement and warrant the accuracy of all statements and information contained herein. The undersigned certifies that this agreement is the entire and only agreement between the parties and cancels any previous agreements. This agreement can only be changed by a contract in writing signed by all parties.

(OWNER)

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# Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>											
				-			-				

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**or**

<b>Employer identification number</b>										
				-						

## Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
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.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	<b>Signature of U.S. person ▶</b>	<b>Date ▶</b>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### 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)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross 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? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.