



To Our Valued Rental Owners,

The McCann team prides itself on service. We are a family owned and operated agency with deep roots in the local community. We bring a deeply personal approach to serving you and presenting your property with the most current marketing tools.

In order to best present your property, we at McCann use a cloud-based service known as Real Time Rental. Aside from providing us with an efficient management system, it allows you, the owner, to log in and view your leases, and to monitor your property's usage. It is available for you 24/7.

With this letter you will find a Rental Listing Agreement. Please review and indicate any changes to contact or service contractor information, amenities, or security deposit. Also, if your property is pet friendly, please let us know your terms. In addition, if your rates are changing for the 2022 season please indicate this on the bottom of the form. Finally, we intend to maintain check in and checkout times as they have been in the past. Please return the signed agreement via mail, fax, or email it to your agent.

Thank you for the opportunity to list your property. We expect a great summer in 2022 and are very happy to help you maximize the return on your property.

Best Regards,

A handwritten signature in blue ink that reads "John A. McCann".

John A. McCann
Broker/ Co - Owner

4111 Landis Avenue
Sea Isle City, NJ 08243
(609) 263-7422
Fax: (609) 263-8714

www.mccannrealtors.com

RENTAL LISTING AGREEMENT BY AND BETWEEN

C.A. McCann & Sons, Inc. Realtors
4111 Landis Avenue
Sea Isle City, NJ 08243
(609) 263-7422
Fax: (609) 263-8714

Name: _____ Referred to as (Owner)
Address: _____

Bus.Ph: _____ Home Ph: _____
Cell: _____ Unit Phone # _____
Email: _____ SSN: _____

Referred to as (BROKER)

1. I, in consideration of the services of C.A. McCann & Sons, Inc. Realtors, OWNER hereby lists with said Broker the following described for the period of _____, 2022 to _____, 2022 for the purpose of obtaining rental leases at the prices marked by the OWNER herein.

PROPERTY ADDRESS _____

- 2. BROKER, agrees to use best efforts to obtain tenants to lease the above described property at the price and terms set forth.
- 3. **OWNER agrees to pay BROKER a commission of 11% of the gross rental amount of each lease obtained by BROKER.** The rental commission shall be deemed to be fully earned upon the full execution of lease agreement by OWNER AND TENANT. Broker shall deduct its commission from rental monies received by it prior to disbursement to OWNER. As landlord, you have a 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 government authority or by any trade association or multiple listing service.
- 4. BROKER shall collect on behalf of OWNER all rental deposits and payments and all security, phone or other deposits required pursuant to OWNER’S directions. All such funds made payable to BROKER shall be placed in BROKER’s trust checking account prior disbursement.
- 5. This is a non exclusive rental listing agreement and it is understood that OWNER may rent his or her property directly with no commission due BROKER subject to the following exceptions and terms:
 - a) OWNER shall be required to confirm with BROKER the rental status of the property PRIOR to entering into any direct rentals. If BROKER has already secured a rental reservation for the same period of time by receiving a rental deposit or lease executed by a tenant, such BROKER leases shall take precedence and shall be honored by OWNER.
- 6. Upon receipt of fully executed lease monies received by the 15th of the month will be disbursed to the owner by the 30th of month; monies received by the 30th of the month will be disbursed to the owner by the 15th of the subsequent month. (Please note that any monies held by C.A. McCann & Sons, Inc. Realtors, RE shall be in a non-interest bearing account).
- 7. OWNER will be solely responsible to comply with all governmental and municipal ordinances and regulations including, but not limited to, any yearly rental fee imposed by the Sea Isle City and or Upper Township smoke detector compliance pursuant to Sea Isle City and Upper Township OWNER must procure a certificate of smoke detector compliance once a year if the property is rented seasonally and every time there is a tenant change in a non-seasonal tenancy.
- 8. OWNER hereby authorizes BROKER to order and obtain any repairs and services for the property and furnishings deemed necessary by BROKER to comply with OWNER’s obligations under the lease. This authorization shall be limited to a total expenditure of \$200.00 per lease period. BROKER shall use best efforts to contact OWNER prior to any such expenditure but shall not be required to. BROKER shall be entitled to deduct from rents any monies advanced by BROKER pursuant to terms of the paragraph.
- 9. The OWNER shall personally or through a named representative other than the BROKER, check the rental unit prior to the occupancy of TENANT and ensure that appliances, heating and cooling components are in good working order, the unit is clean, there are sufficient cleaning supplies, trash cans for garbage & recycling, kitchen utensils, glasses and flatware, clean bedspreads or comforters, mattress pads and shower curtain liners, and generally that all items in the lease are available and the property is habitable.
- 10. The owner understands and agrees that if a security deposit is charged it will be automatically refunded to the tenant thirty (30) days after termination of the lease unless otherwise directed by the Owner to the Rental Agent. 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 within 7 days of the termination of the lease, and within 30 days provide written documentation and costs to cure any damages. In the event of any dispute, the Owner authorizes the release of the Owners address and contact information.
- 11. OWNER hereby agrees to hold BROKER harmless for any and all actions of tenants during any rental secured pursuant to this agreement, including, but not limited to, damages, security deposit disputes, breach of lease terms, failure to pay any rental amounts when due or tenant claims of non-habitability. BROKER is not responsible to enforce lease terms or evict tenants in the event of their breach of the rental agreement.
- 12. This contract is entire and only contract between the OWNER and BROKER. This contract may be changed only in writing signed by both OWNER and BROKER. Any representations not contained in this contract are of no effect.
- 13. LANDLORD(s) acknowledges that he has received Consumer Information Statement on New Jersey Real Estate Relationships. All licensees with C.A. McCann & Sons, Inc. Realtors, RE as authorized representatives of C.A. McCann & Sons, Inc. Realtorsn, RE intend, as of this time, to work with you as a Transaction Broker. Special Note Concerning Security Deposits and the New Jersey Law Against Discrimination and Federal Housing Laws (LAD). By the Landlord’s/Owner signature below, they also acknowledge that they have read and retained the provisions of LAD and security deposits printed on the back of their copy of this Agreement and agree to terms therein. Broker may advertise in various media including the internet and a Real Estate Sign on the property.

DATE _____ By: _____ *C.A. McCann & Sons, Inc. Realtors RE, Agent for Broke*
DATE _____ By: _____ *Owner/Representative*

Are you interested in selling your property? YES NO MAYBE (Please circle one)

Property Type: Condo/Townhome
 Total Sq. Feet: _____
 Master Bedroom Type:
 Number of Bedrooms: 5
 Total Unit Sleeps: 10

Loft: _____
 Den: _____

Number of full baths: 4
 Number of 1/2 baths:

Amenities:

<input type="checkbox"/>	No Pets Accepted	<input type="checkbox"/>	Pet Free	<input type="checkbox"/>	Allow Pets	<input type="checkbox"/>	Owner Pets on Premises
<input type="checkbox"/>	# of Owner Dog(s)	<input type="checkbox"/>	# of Owner Cat(s)	<input type="checkbox"/>	King Beds	<input type="checkbox"/>	Queen Beds
<input type="checkbox"/>	Double Beds	<input type="checkbox"/>	Single Beds	<input type="checkbox"/>	Sofa Beds (Double)	<input type="checkbox"/>	Smoke Free
<input type="checkbox"/>	Sofa Beds (Queen)	<input type="checkbox"/>	Sofa Beds (Single)	<input type="checkbox"/>	Bunk - Double	<input type="checkbox"/>	Sofa Bed (King)
<input type="checkbox"/>	Bunks	<input type="checkbox"/>	Trundles	<input type="checkbox"/>	Rollaways	<input type="checkbox"/>	Cribs
<input type="checkbox"/>	Futons	<input type="checkbox"/>	Day Beds	<input type="checkbox"/>	Day Beds Full	<input type="checkbox"/>	Day Beds Queen
<input type="checkbox"/>	Pyramid Beds Full	<input type="checkbox"/>	Pyramid Beds Queen	<input type="checkbox"/>	Pyramid Beds	<input type="checkbox"/>	Dishwasher
<input type="checkbox"/>	Microwave	<input type="checkbox"/>	Toaster	<input type="checkbox"/>	Toaster Oven	<input type="checkbox"/>	Disposal
<input type="checkbox"/>	Coffee Maker	<input type="checkbox"/>	Crock Pot	<input type="checkbox"/>	Keurig	<input type="checkbox"/>	Convection Oven
<input type="checkbox"/>	Dining Capacity (Inside)	<input type="checkbox"/>	Dining Capacity (Outside)	<input type="checkbox"/>	Central A/C	<input type="checkbox"/>	Central AC (One Level)
<input type="checkbox"/>	AC Split System	<input type="checkbox"/>	Window A/C	<input type="checkbox"/>	Evaporative Cooler	<input type="checkbox"/>	Dehumidifier
<input type="checkbox"/>	# of AC Units	<input type="checkbox"/>	# of Ceiling Fans	<input type="checkbox"/>	# of Standard Fans	<input type="checkbox"/>	Water Heated (Propane)
<input type="checkbox"/>	Water Heated (Oil)	<input type="checkbox"/>	Washer	<input type="checkbox"/>	Dryer	<input type="checkbox"/>	Iron
<input type="checkbox"/>	Ironing Board	<input type="checkbox"/>	# of Garage Spaces	<input type="checkbox"/>	# of TVs	<input type="checkbox"/>	# of Parking Spaces
<input type="checkbox"/>	Cable TV (Expanded)	<input type="checkbox"/>	# of DVDs	<input type="checkbox"/>	Blu-Ray Player	<input type="checkbox"/>	# of Blu-Ray Player
<input type="checkbox"/>	TV Streaming Device	<input type="checkbox"/>	High Speed Internet	<input type="checkbox"/>	Wifi	<input type="checkbox"/>	Wired LAN
<input type="checkbox"/>	Community Pool	<input type="checkbox"/>	PoolTags	<input type="checkbox"/>	Elevator	<input type="checkbox"/>	Linens Provided
<input type="checkbox"/>	Tenant Brings Linens	<input type="checkbox"/>	Storage Area	<input type="checkbox"/>	Vacuum	<input type="checkbox"/>	Vacuum-Central
<input type="checkbox"/>	High Chair	<input type="checkbox"/>	Outside Shower	<input type="checkbox"/>	Outside Shower Shared	<input type="checkbox"/>	Enclosed Outside Shower
<input type="checkbox"/>	Walk in Shower	<input type="checkbox"/>	Wood Fireplace	<input type="checkbox"/>	Gas Log Fireplace	<input type="checkbox"/>	# of Fireplaces
<input type="checkbox"/>	Available for Weddings	<input type="checkbox"/>	Beach Badges	<input type="checkbox"/>	BBQ Charcoal	<input type="checkbox"/>	BBQ Gas
<input type="checkbox"/>	BBQ Electric	<input type="checkbox"/>	Essentials	<input type="checkbox"/>	# of Boat Dock/Slips	<input type="checkbox"/>	Sun/Open Deck
<input type="checkbox"/>	Deck Furniture	<input type="checkbox"/>	# of Sun/Open Deck(s)	<input type="checkbox"/>	Lawn Area	<input type="checkbox"/>	Fenced Yard
<input type="checkbox"/>	Open/Covered Porch	<input type="checkbox"/>	Screened Porch	<input type="checkbox"/>	Patio	<input type="checkbox"/>	Elevator to Ground
<input type="checkbox"/>	Handicap Grab Bars	<input type="checkbox"/>	Handicap Interior	<input type="checkbox"/>	Mattress Pads	<input type="checkbox"/>	Cleaning Supplies
<input type="checkbox"/>	Pillows	<input type="checkbox"/>	Pots Pans	<input type="checkbox"/>	Silverware	<input type="checkbox"/>	Dinnerware
<input type="checkbox"/>	Cooking Utensils	<input type="checkbox"/>	Bath Towels	<input type="checkbox"/>	Beach Towels	<input type="checkbox"/>	Beach Chairs
<input type="checkbox"/>	Beach Umbrella	<input type="checkbox"/>	# of Dishwasher	<input type="checkbox"/>	Mixer	<input type="checkbox"/>	Dishes Utensils Kids
<input type="checkbox"/>	Dining Table	<input type="checkbox"/>	Kitchen Island	<input type="checkbox"/>	# of Washer	<input type="checkbox"/>	# of Dryer
<input type="checkbox"/>	Smart TV	<input type="checkbox"/>	# of SmartTV	<input type="checkbox"/>	Computer Monitor	<input type="checkbox"/>	Printer
<input type="checkbox"/>	Smart Speaker	<input type="checkbox"/>	Gaming System	<input type="checkbox"/>	Video Games Provided	<input type="checkbox"/>	Free Wifi
<input type="checkbox"/>	Paid Wifi	<input type="checkbox"/>	Fenced Pool	<input type="checkbox"/>	Books for Kids	<input type="checkbox"/>	# of Outside Showers
<input type="checkbox"/>	Outdoor Firepit	<input type="checkbox"/>	Play Area	<input type="checkbox"/>	# of Screened Porches	<input type="checkbox"/>	Cleaning Practices
<input type="checkbox"/>	Cleaned Disinfectant	<input type="checkbox"/>	No Person to Person contact	<input type="checkbox"/>	Smoke Detector	<input type="checkbox"/>	Carbon Monoxide Detector
<input type="checkbox"/>	Fire Extinguisher	<input type="checkbox"/>	Deadbolt Lock	<input type="checkbox"/>	Emergency Exit	<input type="checkbox"/>	Outdoor Lighting
<input type="checkbox"/>	Cabinet Locks	<input type="checkbox"/>	Pets Considered	<input type="checkbox"/>	Cleaning Hours	<input type="checkbox"/>	Umbrella
<input type="checkbox"/>	Beach Umbrella	<input type="checkbox"/>	Lounges	<input type="checkbox"/>	Pillows	<input type="checkbox"/>	# of Beach Badges
<input type="checkbox"/>	Handicap Access						

Special Instructions (including door/garage codes)

Rate Year - 2022

Week: Rate: Week: Rate: Weekend/of f season Rate:

Apr 30	_____	Aug 20	_____
May 7	_____	Aug 27	_____
May 14	_____	Sep 3	_____
May 21	_____	Sep 10	_____
May 28	_____	Sep 17	_____
Jun 4	_____	Sep 24	_____
Jun 11	_____	Oct 1	_____
Jun 18	_____	Oct 8	_____
Jun 25	_____	Oct 15	_____
Jul 2	_____	Oct 22	_____
Jul 9	_____		
Jul 16	_____		
Jul 23	_____		
Jul 30	_____		
Aug 6	_____		
Aug 13	_____		

Polar Bear Weekend	_____
St. Patrick's Day	_____
Easter Weekend	_____
Girls Weekend (April)	_____
Mother's Day Weekend	_____
Memorial Day Weekend	_____
Skimmer Weekend	_____
Labor Day Weekend	_____
Fall Family Fest Weekend	_____
Irish Festival Weekend	_____
Harborfest Weekend	_____
Italian Festival Weekend	_____
Octoberfest Weekend	_____
Girls Weekend (November)	_____
Thanksgiving (5) days	_____
Christmas (5) days	_____
New Years (5) days	_____

Seasonal: _____

First Half Season: _____

Second Half Season: _____

Monthly: _____

IMPORTANT NOTE: PLEASE PROVIDE RENTAL RATES, PLEASE VERIFY UNIT INFORMATION

If property is listed with any other agency please list here: _____



State of New Jersey
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CIVIL RIGHTS
P. O. BOX 089
140 EAST FRONT STREET, 6TH FLOOR
Trenton, NJ 08625-0089

PHILIP D. MURPHY
Governor
SHEILA Y. OLIVER
Lt. Governor

GURBIR S. GREWAL
Attorney General
GRAIG SASHIHARA
Director

TO: Property Owners
FROM: Gurbir S. Grewal, Attorney General, State of New Jersey
Graig Sashihara, Director, NJ Division on Civil Rights,
Date: August 2018
SUBJECT: Housing Discrimination Laws

The New Jersey Real Estate Commission requires every licensed broker or salesperson with whom you list your property to give you a copy of this notice. The purpose is to help you comply with the New Jersey Law Against Discrimination (the "LAD") and federal laws prohibiting discrimination in the sale or rental of real property.

In New Jersey, it is illegal to discriminate against a prospective or current buyer or tenant because of race, creed, color, national origin, sex, gender identity or expression, marital status, civil union status, affectional or sexual orientation, familial status, actual or perceived physical or mental disability, ancestry, nationality, domestic partner status, or source of lawful income used for mortgage or rental payments. It is also illegal to place any advertisement or make any statements or utterances that express, directly or indirectly, any limitations to offer housing based on any of those characteristics.

State and federal fair housing laws apply to a wide range of activities such as advertising, selling, renting, leasing, subleasing, assigning and showing property(including open land). Here are some issues that come up frequently in enforcing the LAD:

- Discrimination based on "source of lawful income used for mortgage or rental payments," means, for example, that a landlord cannot reject a prospective tenant because he or she intends to rely on a Section 8 rental voucher, FEMA voucher issued to Superstorm Sandy victims, or other types of rent subsidy.
- A "No Pets" rule cannot be enforced to prevent a person with a disability from using a service or guide dog. A landlord may not charge a tenant with a disability an extra fee for keeping a service or guide dog.
- Discrimination based on "familial status" prohibits discrimination against families with a child or children under 18 years old, and includes pregnant women.
- Landlords must permit a tenant with a disability - at that tenant's own expense - to make reasonable modifications to the premises if such modifications are needed to give the tenant full enjoyment of the premises.

Penalites. If you commit a discriminatory housing practice that violates the LAD, you may be subject to penalties not exceeding \$10,000 for a first violation, not exceeding \$25,000 for a second violation within five years of the first offense, and not exceeding \$50,000 for two or more violations within seven years.

Other remedies. Victims of discrimination may recover economic damages related to the discrimination (such as having to pay higher rent for another unit) as well as damages for emotional distress, pain and humiliation. In more egregious cases, a victim may also recover punitive damages.

Brokers. The broker or salesperson with whom you list your property must transmit to you every written offer he/she receives on your property. Brokers and salespersons are licensed by the New Jersey Real Estate Commission and their activities are subject to the general real estate laws of the State and the Commission's own rules and regulations. The broker or salesperson must refuse your listing if you indicate an intent to discriminate based on any of the protected classes.

Exemptions. The sale or rental of property (including open land) whether for business or residential purposes, is covered by the LAD. In most cases, the following sales or rentals are exempt from the LAD¹:

- Renting one apartment in a two-family dwelling if the owner lives in the other apartment.
- Renting a room or rooms in a one-family dwelling if the owner lives in the same dwelling.
- A religious organization can give preference to persons of the same religion when selling or renting real property.
- In certain types of housing designated for older persons, it is not unlawful to discriminate based on familial status.

For more information about the LAD and Fair Housing Amendments Act of 1988, or if you have other questions about discrimination in the sale or rental of real property, including how to report a complaint, please review our website www.NJCivilRights.gov or call our Housing Hotline at (866) 405-3050. Please contact us if you would like the Division on Civil Rights to provide training on the subject of housing discrimination. Thank you.

Gurbir S. Grewal
Attorney General

Craig Sashihara
Director, Division on Civil Rights

¹ Discrimination in connection with some of the transactions covered by these exemptions may nevertheless be prohibited under the *Federal Civil Rights Act of 1866*, 42 U.S.C. 1981, 1982.