



309 Decatur Street, P.O. Box 128, Cape May, NJ 08204-0128 Phone: 609-884-3488 ~ 1-888-878-3488

Fax: 609-884-3471 www.DellasAgency.com e-mail: info@DellasAgency.com

RENTAL LISTING AUTHORIZATION AGREEMENT

RENTAL PROPERTY ADDRESS:

1. In consideration of the services of Dellas Agency, hereinafter referred to as BROKER, the undersigned OWNER hereby lists with said BROKER the property described herein under the terms and conditions as written, or any other terms and conditions to which the Owner may later agree in writing, for the purpose of soliciting and advertising for Tenants.

2. **AS OWNER, 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 GOVERNMENT AUTHORITY OR BY ANY TRADE ASSOCIATION OR MULTIPLE LISTING SERVICE.** Nothing herein is intended to prohibit an individual Broker from independently establishing a policy regarding the amount of fee, commission or other valuable consideration to be charged in transactions by the Broker and is to be deducted from each payment as it is received. OWNER agrees to pay BROKER a professional service fee of _____% **MULTI-LISTED** _____% **EXCLUSIVE** of the gross rental amount of each lease obtained by BROKER.

OWNER UNDERSTANDS AND AGREES THAT THIS FEE IS SOLELY FOR THE PURPOSE OF SECURING TENANTS AND DOES NOT INCLUDE PROPERTY MANAGEMENT SERVICES, SPECIFICALLY NOT INCLUDED ARE PROPERTY INSPECTIONS FOR WHICH THE OWNER ACCEPTS FULL AND COMPLETE RESPONSIBILITY. OWNER may rent this unit on his own with no commission due to BROKER, however, if the OWNER requests the BROKER to provide any services for Tenants rented through the OWNER, the BROKER is entitled to receive the same rental commission that the BROKER would have received if the BROKER had rented this unit. The OWNER agrees, however, to confirm with Dellas Agency the rental status of the unit prior to entering into any direct rentals. If Dellas Agency has already secured a rental for this period, the OWNER shall honor Dellas Agency rental.

3. BROKER shall collect on behalf of OWNER all rental deposits and payments and all security, cleaning/damage, and/or utility/phone deposits. All rental deposits and payments shall be placed promptly in BROKER'S *non-interest bearing Special Trustee Account* for disbursement to the OWNER within ten (10) business days. All security and other deposits will be forwarded to OWNER. Payment schedule and security deposit guidelines will be noted on the lease. BROKER shall not be responsible for the collection of utility payments from Tenants. Utility payments will be made directly from the Tenant to Owner. OWNER is to refund, no later than 30 days from check out, any damage and cleaning deposits in accordance with the terms and conditions of all rental leases signed by OWNER and render a clear and detailed explanation for any amounts deducted from same.

4. OWNER will be solely responsible to comply with all government and municipal ordinances and regulations including, but not limited to, any rental fee, mercantile license, fire extinguisher, and smoke/carbon monoxide compliance as required by the municipality where your property is located. If you are not sure about the requirements, check with the clerk's office of the municipality where your property is located.

5. OWNER authorizes BROKER to 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 \$250.00 per lease period. BROKER shall use its best efforts to contact OWNER prior to any such expenditure but shall not be required to. BROKER shall be entitled to deduct such sums from rents any monies advanced by BROKER pursuant to his paragraph.

6. The OWNER shall personally or through a named representative other than the BROKER, check the rental unit prior to occupancy of any tenant to ensure that all appliances, heating and cooling components are in good working order; the unit is clean, there are sufficient cleaning supplies, trash cans for garbage and recycling, kitchen utensils, glasses and flatware, clean bedspreads or comforters, mattress pads and shower curtain liners.

7. 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 to evict tenants in the event of their breach of the rental agreement.

8. OWNER is aware that this information provided shall be utilized and relied upon by BROKER for the purpose of soliciting and/or advertising for tenants. OWNER agrees to permit the advertisement of his/her unit in various media, including but not limited to, brochures, lawn/window sign, and via use of the internet.

9. OWNER acknowledges that he/she has received the Consumer Information Statement (CIS) on New Jersey Real Estate Relationships. All licensees with the Dellas Agency as authorized representatives of Dellas Agency intend, as of this time, to work with you as a Transaction BROKER. The CIS is not required from tenants on short-term rentals, which is the rental of a residential property for not more than 125 consecutive days. OWNER acknowledges receipt of a copy of the memorandum entitled "New Jersey Law Against Discrimination and Federal Fair Housing Laws" and "Owner Responsibilities". OWNER is aware that on rental leases of one hundred twenty-five (125) days or longer, any damage and cleaning deposit, or security deposit, must be deposited in an interest bearing account in a Federally Chartered Bank, Savings Bank, or Savings and Loan Association within the State of New Jersey only, in a Trust Account under the name and Social Security number of the Tenant.

10. This contract is the entire and only contract between the OWNER and BROKER. OWNER agrees to provide three **(3) sets of workable keys**, along with any access codes or cards, to the Dellas Agency with this Authorization Agreement. This contract may be changed only in writing signed by both OWNER and BROKER.

OWNER(S) SIGNATURE

DATE

AGENT

DECEMBER 31, 2008
LISTING AGREEMENT EXPIRATION DATE