



## RENTAL LISTING AGREEMENT PACKAGE FOR 2023 SEASON

Dear Friends: As we wind down another busy rental season, we look forward to the summer of 2023. Because we all like to have the rental process, from initial reservation to check out, run as smoothly, profitably and safely as possible, we are continuously fine tuning our procedures and agreements.

### **THE TEXT AND REQUIREMENTS WILL STAND AS WRITTEN, WITH NO CHANGES.**

The RLA and lease have been extensively reviewed by Counsel and Insurance Underwriters. *Please make special note of paragraph 4 regarding insurance coverage.*

OWNER SHOULD PROVIDE STANDARD LOCAL PHONE SERVICE AND 1 TELEPHONE. It was brought to our attention that not having a working land line telephone poses the potential liability of not providing reasonable time responsive access to emergency 911. Mandatory evacuation, weather updates and other safety notifications are also transmitted to the local telephone by the local Police Departments.

**IT IS IMPERATIVE THAT YOU REPORT AVAILABILITY, RATE, AND ANY OTHER CHANGES TO US. REPORTING THESE CHANGES TO ONE AGENCY ON THE CHRIS SYSTEM DOES NOT PROPERLY TRANSFER THE INFORMATION TO ALL THE AGENCIES SERVICING YOUR PROPERTY. YOU MUST NOTIFY US OF THESE CHANGES. PLEASE DO NOT USE EMAIL OR FAXES AS THE PRIMARY CONDUIT FOR REPORTING AVAILABILITY OR CHANGES TO YOUR PROPERTY. THEY ARE FINE FOR WRITTEN BACK UP. PLEASE TELEPHONE US. WE ARE OPEN 9-5 SEVEN DAYS A WEEK AND THE TELEPHONE CALL IS THE MOST EXPEDIENT AVENUE TO GET YOUR PROPERTY UPDATED. AVAILABILITY REPORTING IS VERY TIME SENSITIVE. Please also note that the internet based MLS type rental systems can be changed by anyone and does not always accurately describe your property. This is beyond our control.**

Check in Check out Time: Usually 11AM Check out no sooner than 10 AM Check out. Check in Time 2 PM no later than 3 PM. (see para 13 of RLA)

### **RLA THE TEXT AND REQUIREMENTS WILL STAND AS WRITTEN, WITH NO CHANGES.**

**Smoking and Pets** There are lines regarding smoking and pets permitted in the home during tenancy and during the period when you, family, friends, owner rentals etc use the home. Many of our tenants assume that if No Pets or No Smoking is a stipulation of the lease the home is either "Pet Free" or "Smoke Free". Please speak with your agent should you have any questions, note Par 26 of the lease.

**Reservations and Bookings:** Last minute reductions of rates in 2022 by many landlords were well noted by the tenant base in the MLS type systems ie. Chris and RealTime. We expect that there may be more last minute rentals in 2023 hoping for the reduction that they saw in 2020. You should also note that we do promote LBI Seasonal Rentals in many venues to generate more tenants. Do the other agencies you work with do this?

**Data Entry.** It is imperative that **you personally** enter the data into the RLA, Inventory and W9. Please fill them in accurately, legibly and completely. Each year the information you enter on the forms may be different than the year before. We can not fill in the inventory using previous year's inventories.

**Tax Information.** When filling in the tax information keep in mind that the tax identification number must match the entity/legal owner to whom the checks are drawn. This is not our policy, but is a policy strictly enforced by the IRS. We need a W9 completed for each rental year and the 1099 information is based on Gross Rents with the commission taken by you as an expense. Please note the statement line underneath the Legal Signature of the Owner on the bottom of page 5 of the RLA.

**Inventory.** The RLA and Inventory are combined as a legal document. Tenants are demanding that amenities described in the inventory be functional and in place. If an inventory is not completed accurately we have had situations where it costs both us, and you, the landlord, money. The best solution is for you to carefully fill in the inventory accurately and completely.

**AC.** When you fill in the inventory please designate the type and number of air conditioners the property has.

“A Sanyo Type” has been added **THESE UNITS ARE NOT CENTRAL AIR.** The AC should be serviced and tested each season.

**Trash pickup.** We suggest that you provide twice the amount of trash and recycling receptacles, than normal. Please mark the recycling containers properly. Post the trash regulations and schedules in the house. We do provide them in the rental packet as well. We also explain that the trash has to go out the night before pickup. We suggest that any displeasure you may have with the trash pickup and regulations be addressed with town officials. Leave recycling instructions. Label the cans properly. Municipalities **are not** picking up improperly marked containers for recycling, cardboard and paper streaming. You must have extra properly marked containers. Summonses and fines have been issued.

**Leasing Agent.** You will note that there is a statement that we **do not** act in the capacity of a “property manager”. We are a leasing agent that acts as a conduit to you, the landlord, when problems arise.

**Cleaning.** Most of the Tenants have had a long, slow, tiring trip to the shore. Most are on edge and even the smallest of problems seem to escalate into major ones. A house that has been cleaned properly, fully ready for occupancy, with a pleasing presentation is the best solution. We suggest that you engage a reputable cleaning service to properly clean between changeovers. This service can also inspect the house for any damage that may have occurred during the previous tenants stay. **Instruct them to immediately notify us of any problems before they start to clean so that we may add back up, on site observations of your claim.** We must have the name and telephone number of this person or company. **PROPER CLEANING OF PROPERTIES HAS BECOME A HUGE PROBLEM. SOME CLEANING SERVICES ARE NOT DOING THE JOB PROPERLY.** Please instruct your cleaning service on what you expect from them. Many tenants leave the properties in excellent condition. When a cleaning crew may have to empty the refrigerator or take some garbage to the street, clean some sand out of the tub etc. they look for extra compensation. We strongly suggest that you monitor your cleaning crews closely for the amount of time they spend on each change over cleaning. A quick walk thru by a cleaning service does not warrant the compensation that you are giving them. Ask your service how many man hours they allot to your property for a change over cleaning. As each change over occurs and a proper changeover cleaning is not performed the property condition deteriorates. We strongly suggest that a mid summer substantial cleaning be done. **Please provide your cleaning service with a key.** They spend valuable time picking up keys on change over days. We also recommend that you personally or perhaps a friend or neighbor spot check your cleaning services. **Please do not demand a cleaning deposit or other fees.** It causes unnecessary problems. Speak with your representative. This past summer some of the cleaning crews were arriving much too early to clean. The tenant has a lease stating the check out time. Cleaning services do not have the right to enter the property until after check out time.

**Repairs.** Please be sure to provide us with the names of Handymen, Electrician, AC Repair, Appliance Repair, Plumbers etc. that you feel comfortable in using. We will try to engage them whenever possible. If an emergency arises we will get the first available person. If you are going to be unavailable please designate someone who can make decisions for you regarding repairs. We will need the name and telephone number of this person. Access to Electrical panels, hvac, gas, water, sewer etc must be readily accessible to the tenant in emergency situations.

**Beach Badges.** We have decided to state that they are not included on the lease. Parking passes for Loveladies have also become an issue. If you are providing these items please state in the Special Information section the number of Beach Badges supplied, and if Parking Permit is supplied. If not please state No Beach Badges, No Parking Pass. **WE STRONGLY RECOMMEND THAT YOU PROVIDE BEACH BADGES AND PARKING PASSES**

**SECURITY DEPOSITS: PLEASE READ THE PARAGRAPH IN THE RLA AND LEASE REGARDING SECURITY DEPOSITS.** If you have questions regarding the security deposit clause please ask us.

**Maintenance bills.** Again we are not engaged as a property manager. Our agents are instructed to forward all bills to the landlord for payment. If an emergency cleaning or repair needs to be done, and the vendor insists we pay them upon billing, the payment will be deducted from the Owner’s monies due. The same may apply to contractor over due bills. We have found that many contractors will not do emergency repairs without guarantee of payment. We do our best to keep your tenants happy, but we will not as a matter of course run maintenance bills through our bookkeeping.

**Keys.** When we show your property to a prospective tenant one of our agents **must** accompany the prospect to the property. Each individual agent takes pride in assuring you that the customers are monitored when previewing your home and that the home is secured when they leave. Keys are **never** given out to prospective tenants to preview the property on their own. When a lease is executed two sets of keys are given to the tenant at check in. When the tenant checks out the keys are returned to us. Key returns are closely monitored. When a property is listed with other agencies there may be times when an agent from one of those companies requests a key. A key is released to them if they have a current authorization after they have logged out on our key log. Usually this is as a courtesy to another agency that has forgotten to pull a key or does not have one. We do not, however, take any responsibility for agents not under our direct supervision. **WE WILL NOT GIVE OUT KEYS TO OWNER OR THIRD PARTY GENERATED RENTALS.** It will be the responsibility of the Owner to take care of all issues regarding Owner Rentals and Rentals by other leasing agencies.

**Occupancy Limit.** Please note the number of occasional guests you will allow on a non sleepover/stayover basis. Keep in mind that many families rent two homes and do have family gatherings for dinners, barbecues etc. The intent is to discourage large gatherings such as weddings.

**Check In.** Please note that we have stipulated that tenants should not enter the property without receiving the keys from us. Please do not allow the tenants to enter the unit without them checking in with us. Please instruct cleaning crews not to allow the tenants to enter the property without checking in. If you are allowing a tenant to check in early please notify us.

**Payments.** We are attempting to have all payments received by us 30 days before check in. Please understand that there will be exceptions to this policy. Please note the sentence in para 12 regarding exceptions. Certified Funds and Cash at check in will be

deposited and disbursed as per para 6.

**Internet and Cable TV:** The internet is an integral part of our lives. Tenants hit the Internet before the car is unpacked. **If you are providing internet and cable access please specify on the RLA who the provider is and what is needed to access it. Please note on the RLA, in the special information or remarks section , the Provider, Usernames, Passwords and Log In Instructions. We would appreciate a copy of the instruction sheet and information sheet that you leave in the house be included with the RLA package.** Please post this information in the home where the Tenant can easily find it. Tenants often cannot find the information and call us for the information. Problems have arisen when a previous Tenant has attached some of their own sophisticated devices changing the settings. The next Tenant is unable to access anything. We need the information on the RLA so that we can assist them with the Internet/Cable passwords, usernames and login instructions. Please leave step by step detailed instructions on how to use the Cable TV and access the Internet. Post username and passwords by the unit. Please note paragraph 25 of the lease. *“We do not have the technical capabilities to configure your PC, Laptop or other devices to the Landlord’s Internet Connection. We will not be responsible to arrange or provide for any interim internet, telephone, TV or other Services”*

**Lease Copy.** We have enclosed a copy of the lease that we will be using. Note that you agree to this form of lease and the terms and conditions of the lease. Some of the leases may be computer generated, and take a different physical form. The content, terms, and conditions will be the same. Please note para 33 regarding the Landlord Identity Law ( see attached explanation sheet)

Every year we assess the patterns and costs we encounter when servicing your property. In the interest of saving you money and making our operation more efficient we would like to share some suggestions with you we have found to result in a more profitable bottom line with a minimum of headaches. Please prepare your properties well in advance of your first tenants.

1. Decking, stairs, supports, railings, etc should be inspected for rotting boards, protruding nails etc. It has become all too common to have more than one deck collapse each summer. As a result there is some discussion about structural inspections on rental units and rental licensing. Safety repairs should not be left until spring. **All fall, winter and spring we are showing your properties.**
2. Screens should be maintained. Check them for rips and tears, have them cleaned and installed, ready for the first tenant.
3. Lubricate all window and door hardware, have all the windows and doors functioning.
4. Clean ceiling fans and be sure pull chains and lights are working properly.
5. Be sure refrigerators and icemakers are working properly. If there is no icemaker please provide plenty of ice trays.
6. Clean under and around the refrigerator. **Leave instructions for the tenants, on the refrigerator, that they should leave the settings alone and set at the mid point. Perhaps you can tape over the control knob.** Once they are changed it will take the refrigerator 24 hrs or better to adjust.
7. **Have the AC serviced before the season.** Many of the services offer a pre-season discount. Mid season repairs on AC are expensive. It may be a good idea to arrange for a service plan with the HVAC contractor. They will know your system and may give better service when failure occurs. If your property is not air conditioned you should seriously consider providing AC. More and more tenants are demanding it, and the air-conditioned properties can demand a higher premium which the tenants have been willing to pay.
8. Check the condition of your grill. Replace it if it is unsafe or not working properly. Provide a full tank of propane for each tenant, with a spare full tank in reserve. The wrench for changing the tanks should also be available. Each tenant should have adequate propane for their stay. The going rate for changing and filling a tank by service people may be \$ 60.00 or more. Too many tenants are voicing complaints and making demands about outdoor grilles. **We will not disconnect empty propane tanks from the grill. We will not connect full propane tanks to the grill.** (Insurance Liability has forced us not to provide certain services)
9. Provide cleaning supplies, mops, brooms, buckets, and a good vacuum with spare bags and belts. Leave a supply of paper products, towels and toilet paper. Leave extra light bulbs, including any special light bulbs that may be required.
10. Provide a general purpose tool kit. Many of our tenants will do minor repairs themselves.
11. Please check the condition of your mattresses. Old musty uncomfortable mattresses are a frequently voiced complaint. Provide fresh bed pads and pillows each season.
12. We suggest that you have a thorough Spring Cleaning and Maintenance check done on your home at least two weeks prior to the first move in.

PLEASE NOTE PARAGRAPH 21 OF THE RLA REGARDING SURVEILLANCE. IT HAS BECOME A SERIOUS ISSUE.

**FIRE INSPECTION: All rental properties must now be inspected by the OC Fire Marshal.** <http://www.co.ocean.nj.us/OCsheriff/FireMarshalCP.aspx>

**PLEASE NOTE PARAGRAPH 33 OF THE FORM OF LEASE REGARDING THE LANDLORD IDENTITY LAW ( There is an explanation sheet attached to the RLA package)**

We sincerely appreciate the opportunity to represent you and would like to extend all our services to you and any friends or associates. Whether checking current values, selling or increasing your investment portfolio. Consult with your trusted Real Estate Professional at our office.

