



Welcome to Blue Ocean Realty,

If you are a homeowner looking to rent your property for winter only or for a year round rental please call me 609-522-4400. If you click here you may print out the [Winter/Year Round Rental Listing Packet](#). An explanation of our Rental program and the documents we need from you are included.

If you are a tenant looking to rent a property for winter or year round usage, please fill out the [Rental Application](#) form. Be sure to provide all the requested information and the amount you are willing to pay. You may email, fax or bring in the completed application and we will do our best to find you a home.

I look forward to working with you in the future.

Yours truly,
Bette Ann Towler
Rental Manager
Betteann@BlueOceanRealty.com



**Winter and/or Year Round
Rental Listing Agreement
2009**

Between
Blue Ocean Realty
4701 New Jersey Avenue, Wildwood, NJ 08260
and

Primary Owner Name: _____
Owner Address: _____
Home Phone: _____
Work Phone: Owner _____ Cell/Pager _____
Fax: Home _____ Work _____
Email addresses: _____
Please list co-owners, alternate contacts and emergency contact with their home, work
and cell phone numbers. _____

We now require five (5) sets of working keys per rental home. Please check with office to
see how many we now have.

Rental Property Address: _____
Unit number: _____
Name of Complex: _____
Rental Property Phone: _____ Phone Block? _____
Are you interested in selling this property? Yes No Maybe
Make checks payable to: _____
Social Security Number: _____ **REQUIRED**
Note: This must match the attached W9 form.

List all other REALTORS listing this property for rentals: _____

Name and phone number of maintenance person: _____

Does a pet ever occupy this home: _____ What type? _____. (We need this
information for people that have allergies).

May we put a sign on your property? _____ Yes or No (Please check with your home
owners association rules regarding signs.)

Rental Commission: All leases will be subject to a commission of 12% payable to Blue
Ocean Realty.

SAID COMMISSION IS DEEMED EARNED AT THE TIME OF THE SIGNING OF THE LEASE AND WILL BE DEDUCTED FROM THE INITIAL DEPOSIT. Your Rental Income checks will be prepared after tenants payment is received and check has cleared. Deductions from the gross rents include but are not limited to, 1) REALTOR'S commission, 2) Any maintenance/ repair/ inventory replacement or key charge that Blue Ocean Realty has paid for. 3) Guest refunds given at the discretion of REALTOR.

Blue Ocean Realty collects the security deposit, which will be mailed to you the owner. **All security deposits will be held by the owner.** If this is for a year round lease, the security deposit must be put into an interest bearing account. The owner has 30 days to return the security deposit to the tenant after they check out. Any disagreements between the landlord and the tenant must be resolved between the parties without any intervention by Blue Ocean Realty.

In the **Event of an Emergency** or Problem at your Rental Property you will be contacted. If you or an alternate contact cannot be reached or cannot handle the problem on a timely basis, Blue Ocean Realty will arrange for a contractor to resolve the problem on your behalf and at your expense. In such a case, an additional service fee of \$40.00 payable to Blue Ocean Realty, may apply.

THIS RENTAL LISTING AGREEMENT IS FOR 2009.

By signing below you also acknowledge the receipt of and that you are in agreement with the Homeowner Information Sheet (3 pages) and the NJ Law Against Discrimination letter (2 pages).

Blue Ocean Realty

Owners

Broker

Date: _____

Winter / Year Round Property Information Sheet

Name: _____

Address: _____

Location: ____ (Floor) ____ (Unit) ____ (front, rear, side, cottage)

Number of bedrooms ____ full baths ____ half bath ____ Den ____

Garage ____ Code ____ Driveway ____ How many off street parking ____

Maximum occupancy: _____

Trash pick up days _____ Recycling pick up days _____

Central Air _____ Wall _____ window _____ How many and where _____

Ceiling fans _____ In what rooms _____

Does your home have the following?

Stove _____ Oven _____ Dishwasher _____ Microwave _____ Toaster

_____ Toaster Oven _____ Coffee Maker _____ Blender _____ Tea pot _____

Iron _____ Ironing Board _____ Vacuum Cleaner w/extra bags _____

Washer _____ Dryer ____ (common, private or coin op)

Is this home furnished _____ or unfurnished _____

If furnished please complete the following:

Please list how many of the following:

King beds _____ Queen beds _____ Double beds _____ Single beds _____

Bunk beds _____ Daybed/trundle _____ Cots _____ Sofa beds _____ (sizes)

Futons _____

Cable TV: Basic or Enhanced _____ How many TV's _____

VCR player _____ DVD player _____ Stereo _____

High speed or wireless internet _____

BBQ Grill _____ Charcoal, Gas or Electric.

If no grill is one allowed Y/N If yes in what location? _____

Do you have an outside shower _____ Open or enclosed _____ Outside Hose _____

Do you have a pool _____ If a common pool, what are the hours _____

Is this property water front _____ is there a boat slip _____ what size _____

Do you have a deck, porch or patio. Is there outdoor furniture for tenants use? _____

**** Please remember to provide plates, bowls, cups, glasses, utensils, pots, pans, pillows and blankets for the maximum number of tenants allowed.****

RATES

For Winter Rentals

What months will be available for a winter tenant and what is the monthly fee?

September _____

October _____

November _____

December _____

January _____

February _____

March _____

April _____

May _____

Security Deposit Amount _____

For Year Round Rentals

Do you currently have a tenant? _____

When will the property be available? _____

Monthly rental amount _____

Security Deposit Amount _____

What utilities are included in the rent?

What utilities will be the tenants responsibility?

Comments or special instructions for tenants _____

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
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 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.

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

Social security number
or
Employer identification number

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).

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 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

HOMEOWNER INFORMATION SHEET
Blue Ocean Realty 2009 Summer Rental Program Guidelines

Please Read and Retain This Important Information

We have had some new concerns that we would like to advise you of. One of the most important has to do with your condominium associations. Because of the housing crisis, many condo owners are facing foreclosure. A direct repercussion of this is that these same homeowners are not paying their condo fees. This can have a negative affect on you and on the upkeep of your common areas. We have properties that we advertised as having a pool, only to find out the condo association is not going to open the pool, or to have it taken care of on a regular basis. Please check with your associations and make sure they are still solvent and offering the same amenities that you have had in the past and fill out your property information form accordingly.

The next issue is the cleanliness and general maintenance of the rental homes. We had way too many tenants complain this past season that the homes weren't clean when they checked in. We also had many complaints regarding general maintenance and lack of inventory, appliances that didn't work, stains on carpeting that were there last year, not enough pots and pans to make meals for the number of occupancy, etc. This year, if a home is not up to standard, we will send a cleaning company and or maintenance person and have them bill you directly.

RATES: Please fill out the weekly rate sheet. Include also the rates for winter rentals, seasonal rentals, off season weekend rentals and let us know if you are interested in renting year round.

KEYS: We now require five (5) sets of keys. We give the tenant two sets, we need two sets for the next tenant, and we keep one set as a back up. Please do not forget laundry room keys, pool area keys, deadbolt keys, etc. Call the office if you want to find out how many we currently have.

KEY PAD/ GARAGE CODES: Please include these codes on your information sheet. Make sure you let us know if these codes change.

RENTAL NOTIFICATIONS: We ask that you notify us immediately of all rental reservations that you take, as well as notify us of any rental reservations you receive from other real estate offices. This is very important because we block these weeks in our program and they will no longer come up as available. Please do not rely on the real estate agency that made the reservation in your rental property to notify us of their reservations. Please also remember that each REALTOR must know of every other office listing your rentals and please be advised that we DO report our rentals to all other offices. Should you decide to list with more REALTORS at a later time, please call and let us know. We always call to confirm availability before making reservations. PLEASE REPORT ALL YOUR RENTAL BOOKINGS PROMPTLY.

RECYCLING AND TRASH COLLECTION:

EACH OWNER IS RESPONSIBLE FOR POSTING RECYCLING RULES TOGETHER WITH THE RECYCLING AND TRASH COLLECTION PICKUP SCHEDULE. OWNERS MUST ALSO PROVIDE AN ADEQUATE NUMBER OF CONTAINERS FOR TRASH AND RECYCLABLE MATERIALS. Please be sure to provide trash and recycling receptacles inside the unit as well and more than enough outside containers for pick up. Mark them TRASH and RECYCLE. Be sure to put your address and unit number on these. Guests have reported that the cans are being used by other residents.

SECURITY DEPOSIT: Owners requiring a security deposit on weekly rentals must return the security deposits to tenants within THIRTY (30) days of each check-out. THIS IS THE LAW and also a part of the standard lease agreement you sign. You or someone designated by you should inspect the premises after tenants vacate to make a determination on returning the deposit. If you wind up keeping some of the security deposit you must send the tenant an itemized letter as well as receipts for the deductions. This letter must be sent within the 30 day time frame. We also recommend taking pictures of any damage. We do not hold any security deposits on account and WE CANNOT INSPECT ANY PROPERTIES FOR ANY

OWNERS. THIS INCLUDES INSPECTION FOR A TENANT'S PROPER HANDLING OF TRASH AND RECYCLABLES. If we hear from the tenants that the deposits are not being returned, and no letters received, we will give them YOUR contact information. Be advised that NJ Law states that you can be taken to small claims court for DOUBLE the amount plus expenses if the security deposit isn't returned in a timely basis.

In the **EVENT OF AN EMERGENCY** or problem at your Rental Property you will be contacted. If you or an alternate contact cannot be reached or cannot handle the problem on a timely basis, Blue Ocean Realty will arrange for a contractor to resolve the problem on your behalf and at your expense. In such a case, an additional service fee of \$40.00 payable to Blue Ocean Realty, may apply.

INVENTORY: Make sure that you have the proper amount of inventory according to the number of people you accommodate. If you advertise that your home accommodates 8 people, than you must have sleeping, seating and dining room for 8, as well as kitchenware, drawer or shelf space. Keep a supply of extras such as shower curtain liners, light bulbs and batteries for smoke detectors handy for your guests.

CLEANING: All listed rental properties **must be cleaned between tenants.** Cleanings are the responsibility of the OWNERS. You must make arrangements with a cleaning service or clean the property yourself. In the past, we have had to refund money to tenants for rental units found dirty. We may be able to refer owners to cleaning services but we cannot make cleaning arrangements and we do not pay cleaning bills from rental proceeds. It helps to provide us with the names of your cleaning services for follow up. It pays to provide a vacuum, mop, broom, wastebaskets and cleaning products. Make it easy for the tenants to keep your home clean. If your home is not clean when a tenant checks in and we cannot reach you or your cleaning service, we will call a cleaning service to come out right away and have them bill you directly.

MAINTENANCE: If there is a problem regarding general maintenance and we cannot reach you, we will call a handyman to correct the problem and have him bill you directly.

CHECK IN / CHECK OUT TIMES: All leases provide for check-out at 10 a.m. and check-in at 2 p.m. to provide enough time for cleaning between tenants.

TV CABLE: We remind you to have your cable service turned on -- be ready for early rentals. If you accept off season rentals you must keep your cable on all year. Make sure your Remote Controls are in working order. Please note on the property information sheet is you have just the basic cable or if you have enhanced cable.

HIGH SPEED OR WIRELESS INTERNET: Please note on the property information sheet if you have either of these available for your tenants. Remember many people travel with their laptop computers. An increasing number of tenants are asking about internet service. Whether or not this is available may be the deciding factor in which rental they choose.

FIRE INSPECTION: You are required to have a fire inspection every year prior to your first rental. We will assist by giving out the keys to the fire inspector. This inspection is the responsibility of the homeowner. Keep in mind that fines may be levied by the municipality if the inspection is not done.

MERCANTILE LICENSE: You are also required to obtain a Mercantile License. Please call your respective town offices to make these arrangements. The townships have gotten very strict regarding the Mercantile License. They have come into the office requesting copies. Therefore, **we will not be able to forward any rental payments to you without a copy of your Mercantile License.**

LEASE PROCESSING: All of our leases will be sent to you for signature either by email, fax or regular mail. Please be sure to return leases with your signature. Lease will not be considered executed until both owner and tenant have signed. REALTOR commission is deemed earned at the time of the signing of the lease and a 12% commission will be deducted from the initial deposit.

RENTAL INCOME CHECKS: Rental income checks will be prepared after tenant payments have been received and checks have cleared. Deductions from the gross rents include but are not limited to, 1) REALTOR commission, 2) Any maintenance, repair, inventory replacement, key charge that Blue Ocean Realty has paid for, 3) Guest refunds at the discretion of REALTOR.

IS YOUR RENTAL PROPERTY READY? Make sure that the water and cable are turned on. Check all appliances and make sure they are in working order. Have you done your SPRING CLEANING and had your CARPETS CLEANED. Have you left a supply of extra vacuum cleaner bags. Also, please be sure that all keys work, that all windows work and have screens, and that items listed as included in the unit are truly there. Also make certain that you provide plenty of plates, bowls, glasses, cups, utensils, etc. for the number of people you plan to accommodate.

Please look carefully at your carpets and furniture. Clean and replace as needed. Carpets especially take a beating during the rental season. When prospective guests come down to look at properties, a dirty or torn carpet will make them want to see something else. You will have to invest the money and replace the carpeting when needed in order to keep getting rentals. It is the cost of business.

Remember, your own special touches and additions can make a tenant feel at home and welcomed. Quite a few homeowners leave a guest book out for the tenants to leave their comments. If there are any changes after your form is sent in, please call us as soon as possible.

Thank you for allowing us the opportunity to be of service to you. Please feel free to call us if you have any questions.



JON S. CORZINE
Governor

State of New Jersey
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION ON CIVIL RIGHTS
P.O. Box 089
Trenton, NJ 08625-089

STUART RABNER
Attorney General

J. FRANK VESPA-PAPALEO, ESQ.
Director

DATE: February 2007
TO: Real Estate Agents, Brokers, and Owners of Real Property in New Jersey
FROM: Stuart Rabner, *Attorney General*, State of New Jersey
J. Frank Vespa-Papaleo, *Director*, New Jersey Division on Civil Rights
SUBJECT: New Jersey Law Against Discrimination and Federal Fair Housing Laws

The rules of the New Jersey Real Estate Commission require every licensed broker or salesperson with whom you are listing your property for sale or for rent to give you a copy of this legal memorandum. The purpose of this memorandum is to help you comply with the New Jersey Law Against Discrimination ("LAD") and federal laws that prohibit discrimination in the sale or rental of real property.

Together, the LAD and the federal Fair Housing Amendments Act of 1988 prohibit you from discriminating against a prospective buyer or tenant because of his/her 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, and domestic partner status. (Note: "familial status" refers to families with a child or children under 18 years old and/or pregnant women. "Disability" includes persons afflicted with AIDS or HIV or perceived to be afflicted with AIDS.) The LAD also prohibits housing discrimination based on the source of lawful income or source of lawful rent or mortgage payment a tenant or purchaser uses. This means, for example, that a **landlord cannot deny the lawful recipient of a Section 8 HUD voucher the right to rent an apartment because of that source of lawful rent payment on which that person relies.**

The following are some of the requirements that apply to the sale or rental of real property:

1. All persons, regardless of their membership in one of the protected classes stated above or source of lawful income used for rent or mortgage payments, are entitled to equal treatment in the terms, conditions or privileges of the sale or rental of any real property (e.g., it is illegal to deny that housing is available for inspection, sale or rent when it really is available);
2. No discriminatory advertising of any kind relating to the proposed sale or rental is permitted;
3. The broker or salesperson with whom you list your property must refuse the listing if you indicate any intention of discriminating on any of the aforesaid bases;
4. The broker or salesperson with whom you list your property must transmit to you every written offer he/she receives on your property;

NJ Division on Civil Rights
www.NJCivilRights.org
(866) 405-3050



CIVIL RIGHTS

5. Any provision in any lease or rental agreement prohibiting maintenance of a pet or pets on the premises is not applicable to a service or guide dog owned by a tenant who is disabled, blind, deaf or has another qualified disability;
6. A landlord may not charge a tenant with a disability an extra fee for keeping a service or guide dog; and
7. As landlord, you must permit a tenant with a disability, at that tenant's own expense, to make reasonable modifications to the existing premises if such modifications are necessary to afford such person full enjoyment of the premises.

The sale or rental of all property including open land, whether for business or residential purposes, is covered by the LAD, with the following exceptions:

1. The rental of a single apartment or flat in a two-family dwelling, the other occupancy unit of which is occupied by the owner as his/her residence at the time of such rentals;
2. The rental of a room or rooms to another person or persons by the owner or occupant of a one family dwelling occupied by him/her as his/her residence at the time of such rental;
3. In the sale, lease or rental of real property, preference given to persons of the same religion by a religious organization; and
4. The prohibition against discrimination on the basis of familial status does not apply to housing for older persons (as defined in the LAD at N.J.S.A. 10:5-5mm).

Note: The first two exceptions do **not** apply if the dwelling was built or substantially rebuilt with the use of public funds, or financed in whole or in part by a loan, or a commitment for a loan, guaranteed or insured by any agency of the federal government. The term "any agency of the federal government" includes, but is not limited to, the Federal Housing Administration (FHA) or the Veterans Administration (VA), which are most commonly used in such matters. Furthermore, discrimination in connection with some of the transactions covered by the above-described exceptions may nevertheless be prohibited under the Federal Civil Rights Act of 1866 (42 U.S.C. 1981, 1982).

Brokers and salespersons are licensed by the New Jersey Real Estate Commission. Their activities are subject to the general real estate laws of the State and the Commission's own rules and regulations. The New Jersey Law Against Discrimination applies to all people in the State and is enforced by the New Jersey Division on Civil Rights, Office of the Attorney General, the Department of Law and Public Safety. Under the NJ Law Against Discrimination, Respondents who violated the law are subject to a penalty of up to \$10,000 for a first violation, up to \$25,000 for a second violation within the last 5 years, and up to \$50,000 for two or more violations within the last seven years.

Should you require additional information or have any questions, including how to report a complaint, please review the Division's Web site at www.NJCivilRights.org or contact the Division on Civil Rights **Housing Hotline** toll free at (866) 405-3050. Please contact the Division if you desire securing the services of a Division trainer on the subject of housing discrimination.

Sincerely yours,



STUART RABNER
Attorney General

J. FRANK VESPA-PAPALEO
Director

