

Dear Homeowner,

It's hard to believe summer 2020 is behind us and it is time to begin preparing for the following season. We are looking forward to 2021.

**A few things to keep in mind while filling out your 2021 Rental Authorization**

- We are currently looking at a couple different digital payments solutions-more details on this to follow.
- We are working with a Home Automation Co. that will offer near wholesale pricing on all their products to homeowners. Further Explanation is attached in an introductory letter.
- Guests have told us that **internet access** is of utmost importance. It is no longer a "**would like to have.**" It is a "**must have**" amenity. If you haven't done so already, we highly recommend that you provide internet service in 2021. It is equally important to post precise directions for us, including the Wi-fi Network Name and Password. Please make these instructions permanent and in plain view for guests.
- Air Conditioning is another "must have." If you don't have it, please consider adding units. It will help in renting your property.
- If you know specific weeks that you, your family or friends will be using, mark those weeks as not available. It compromises the integrity of the data when we show a time period to be available, only to find out it is occupied and we were not notified. It is also very disappointing both for a prospective guest and agents. Also, during the course of the rental season, always call in your owner rentals as soon as they are booked.
- We are now offering trip insurance to guests.

**It is IMPORTANT and ADVANTAGEOUS that you return your 2021 Rental Authorization promptly**

- Your property will be searchable on the internet via our [www.MaryAllen.com](http://www.MaryAllen.com) website, plus our numerous other mirror sites and our Social Media sites.
- Previously, we started to create Virtual Tours of our rental properties and it is our intention to continue this service. Taking photos in the late Summer and early Fall weather enhances the quality of the tour. If you are interested in having your tour posted sooner, you can take photos and e-mail them to us and we will create the tour. We welcome your help.

**So here it is your 2021 Rental Authorization. If you have any questions, do not hesitate to call 609-494-0700.**

Thank you for doing business with us,

The Staff at Mary Allen Realty



**Mary Allen Realty, Inc.**  
**2909 Long Beach Boulevard, Ship Bottom, NJ 08008**  
**PH: 609.494.0700 FAX: 609-361-1410**

**The undersigned authorizes Mary Allen Realty, Inc. ("MAR") to act as rental agent for the property described below.**

**RENTAL AUTHORIZATION AGREEMENT**

**THIS IS A LEGALLY BINDING CONTRACT. READ CAREFULLY.**

Please Fill Out This Form Completely - Failure to Do So Could Result in Misinterpretation.  
 MAR cannot Be Held Responsible for Incomplete Rental Authorization Forms.

Listing #:		Owner Name:	\$T\$:Test__Owner
Block:		Check Payable to:	\$T\$:Test__Owner
Lot:		SS#/FTID#	
Property Address:	\$T\$:123__Vacation__Lane, \$T\$:Ship__Bottom \$T\$:NJ \$T\$:08008	Owner Address:	\$T\$:300__Third__Street, \$T\$:Ocean__City \$T\$:NJ \$T\$:08226
Unit:	\$T\$:5	Home Phone #	\$T\$:(609)__399-4800
Cell Phone:	\$T\$:(609)__399-4800	Work Phone:	\$T\$:(609)__399-4800
Other Brokers:	\$T\$:Ager__Realty::450:35		
Emergency Contact:	\$T\$:_____		
Contact Phone:	\$T\$:_____	Email:	\$T\$:2sunsemail@gmail.com
Rental Commission			
<b>Note:</b> The MAR commission rate is 13%. Owners who purchased the listed Property using MAR as buyer's agent receive a discounted rate of 10%.			
Special Instructions			

**CLEANING AND MAINTENANCE**

**We Strongly Recommend that Owner(s) Make Arrangements for Cleaning the Property Between Tenancies**

\$C\$:T Cleaning included in Rental    \$C\$:FCleaning NOT included    \$C\$: Cleaning included for a Fee: \$ \$T\$:\_\_

Cleaner	\$T\$:Adrienne__Gilman	Phone	\$T\$:(609)__618-0588
Electrician	\$T\$:All__Lit__Up	Phone	\$T\$:(609)__804-1131
Appliance Repair	\$T\$:A__&__E__Appliance__Repair	Phone	\$T\$:(800)__905-9505
Plumber	\$T\$:A__1__Comfort__Care	Phone	\$T\$:(732)__449-2466
AC Contractor	\$T\$:ACA__Heating__Cooling__Refrig	Phone	\$T\$:(609)__549-0298

**SMART THERMOSTAT OR SECURITY CAMERAS**

**We strongly recommend that Owner(s) NOT remotely control a tenant's temperature.  
 It is also illegal to monitor or record a tenant on a ring doorbell or video cameras.  
 Cameras MUST be removed or disabled during tenant's stay.**

Examples of security systems: Nest, Ecobee, Honeywell, Sensi, ADT, Brinks, Ring

\$C\$: Smart A/C    \$C\$: Temp Schedule    \$C\$: Can Tenant Control Temp?    \$C\$: Security Cameras

Keyless Entry Code:		Wi-fi Network:	\$T\$:beach__town
Alarm Code:	\$T\$:5463554	Wi-fi Pass:	\$T\$:12345678

**PETS**

**Due to pet allergies, many tenants are requesting 100% Pet Free homes.**

\$C\$: No Pets    \$C\$:1Pets OK    \$C\$:1 Pets Considered    \$C\$: Pet Free! No Pets ever present including owner's pets.

Refundable Pet Security Amount:    \$T\$:0.00 OR Non-Refundable Pet Fee Amount:    \$T\$:135.

<b>Special Pet Instructions:</b>	
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**UNIT DESCRIPTION**

**Area:** \$C\$:F Oceanfront \$C\$:F Oceanside \$C\$:F Ocean Block \$C\$:F Bayfront \$C\$:F Bayside \$C\$:T Bay Block \$C\$:F Lagoon

**Type:** \$C\$:F House \$C\$:F Duplex \$C\$:F Triplex \$C\$:F Quad \$C\$:T Condo \$C\$:F Cottage \$C\$:F Apartment \$C\$:F Studio

**FEATURES**

*#Max Occupancy includes children.*

# Bedrooms:	# Full Baths:	# Half Baths:	# Max Occupancy:	Min. Rental Period
\$T\$:2	\$T\$:2	\$T\$:1	\$T\$:6	\$T\$:7 days
Check-in Time	Check-out Time	Check-in Day	Smoking Allowed?	Garage Use?
\$T\$:2__PM	\$T\$:11__AM	\$C\$: Fri \$C\$: Sat \$C\$: Sun	\$C\$:	\$C\$:F

**FEES, CHARGES, UTILITIES & DEPOSITS**

Weekly Security Deposit:	\$T\$:500.00	Seasonal Security Deposit:	
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Seasonal Utilities Included? **Gas** \$C\$: Yes \$C\$: No **Electric** \$C\$: Yes \$C\$: No **Cable** \$C\$: Yes \$C\$: No

**BEDS**

*Beds provided must accommodate maximum # of persons listed in #Max Occupancy.*

# King Beds	# Queen Beds	# Full Beds	# Single Beds:	1st Floor Bedroom
\$T\$:2	\$T\$:2	\$T\$:2	\$T\$:2	
# Trundles	# Futons	# Cots	# Cribs	High Chair
\$T\$:3	\$T\$:3	\$T\$:	\$T\$:3	
# Bunks(S over S)	# Bunks(S over F)	# Bunks(F over F)	# Rollaways	# Daybeds
\$T\$:2	\$T\$:3	\$T\$:2	\$T\$:3	\$T\$:30
#Sofa Beds Single	#Sofa Beds Full	#Sofa Beds Queen	#Sofa Beds King	Other
\$T\$:2	\$T\$:2	\$T\$:2	\$T\$:2	\$T\$: _____

**AMENITIES**

\$C\$:T Dishwasher	\$C\$:1 Coffee Maker	\$C\$:T Keurig	\$C\$: Toaster	\$C\$ Toaster Oven
\$C\$:T Microwave	\$C\$:1 Blender	\$C\$:T Vacuum	\$C\$: Iron	\$C\$ Iron Board
\$C\$:T Washer	\$C\$:1 Dryer	\$C\$:T Shared W/D	\$C\$ Cable TV	\$C\$ TV Streaming
\$C\$:F CD Player	\$C\$:1 DVD Player	\$C\$:T Blu-Ray Player	\$C\$: Satellite Radio	\$C\$ Internet/WiFi
\$C\$:T Outdoor Pool	\$C\$:1 Pool Heated	\$C\$:1 Hot Tub	\$C\$: O/S Shower	\$C\$ O/S Shower Sh
\$C\$:T Patio	\$C\$:1 Balcony	\$C\$:T Deck	\$C\$: Rooftop Deck	\$C\$ Deck O/S Furn
\$C\$:T Waterfront	\$C\$:1 Oceanview	\$C\$:T Bayview	\$C\$: Beach Access	\$C\$ Private Beach
\$C\$:T Private Yard	\$C\$ Ping Pong Table	\$C\$: Pool Table	\$C\$: Handicap Access	\$C\$ Elevator
\$C\$: Shared Yard	\$C\$: Boat Dock/Slip	\$C\$:T Jacuzzi/Jet Tub	\$C\$: Ceiling Fan	\$C\$ Standard Fans
\$C\$:T Beach Chairs	\$C\$:1 Beach Badges	\$C\$:T Charcoal BBQ	\$C\$: Gas BBQ	\$C\$ Elect BBQ
\$C\$:F Lounges	\$C\$:1 Dinnerware	\$C\$:T Pots/Pans	\$C\$ Cooking Utensils	\$C\$ Silverware
\$C\$:T Linens	\$C\$:1 Blankets	\$C\$:T Pillows	\$C\$: Beach Towels	\$C\$ Bath Towels
\$C\$:F Heat	\$C\$:1 Central A/C	\$C\$:T Window AC	\$C\$: Wall AC	\$C\$ A/C Split System

# Off-Street Parking	# Garage Spots	# Beach Badges	# Beach Chairs	# Beach Umbrellas
\$T\$:3	\$T\$:2	\$T\$:____		
#A/C Units	#Decks	#Bikes	Phone Block?	Phone Deposit
\$T\$:3	\$T\$:2	\$T\$:2	\$C\$:	\$T\$:__
#Pool Tags	Pool Opens	Pool Closes	Yard Sign?	Unit Phone#
			\$C\$:	\$C\$:T

**TV/STREAMING DEVICES**

# of TVs	\$C\$: Roku	\$C\$: Fire TV/Stick	\$C\$: Apple TV	\$C\$: Google TV	\$C\$: Smart TV
\$T\$:3	\$C\$: Netflix	\$C\$: Hulu	\$C\$: HBO	\$C\$: Showtime	\$C\$: Prime TV
	\$C\$:Sling TV	\$C\$: Direct TV	\$C\$: Optimum	\$C\$: Fios	\$C\$: Comcast

**WEEKLY DATES/PRICES**

Please indicate the weeks you wish to rent by indicating price: Weeks marked 100% are prime weeks which command the highest rents. If you are interested in renting other weeks, we recommend the appropriate percentage listed. If you have had success with previous rates, we recommend you continue with similar rates.

The Following weeks are Sat. to Sat. lease period.

<b>Week</b>	<b>Weekly Rate</b>	<b>% of Prime Week</b>
5/1 - 5/8	\$T\$:____	50%
5/8 - 5/15	\$T\$:____	50%
5/15 - 5/22	\$T\$:____	50%
5/22 - 5/29	\$T\$:____	50%
5/29 - 6/5	\$T\$:____	50%
6/5 - 6/12	\$T\$:____	60%
6/12 - 6/19	\$T\$:____	75%
6/19 - 6/26	\$T\$:____	90%
6/26 - 7/3	\$T\$:____	100%
7/3 - 7/10	\$T\$:____	100%
7/10 - 7/17	\$T\$:____	100%
7/17 - 7/24	\$T\$:____	100%
7/24 - 7/31	\$T\$:____	100%
7/31 - 8/7	\$T\$:____	100%
8/7 - 8/14	\$T\$:____	100%
8/14 - 8/21	\$T\$:____	100%
8/21 - 8/28	\$T\$:____	100%
8/28 - 9/4	\$T\$:____	90%
9/4 - 9/11	\$T\$:____	75%
9/11 - 9/18	\$T\$:____	60%
9/18 - 9/25	\$T\$:____	50%
9/25 - 10/2	\$T\$:____	50%
10/2 - 10/9	\$T\$:____	50%
10/9 - 10/16	\$T\$:____	50%
10/16 - 10/23	\$T\$:____	50%
10/23 - 10/30	\$T\$:____	50%

**SEASON DATES/PRICES**

FROM	TO	PRICE

**WEEKEND RENTALS?    Yes    \$C\$:    No    \$C\$:**

**CREDIT CARD PAYMENTS.** MAR now offers credit card payment options for guests at no cost to the Owner on “short term” rentals of no more than one hundred and twenty-five (125) consecutive days and with a specific end date. The guest pays a transaction fee (currently 3.25%). By signing this Rental Authorization Agreement, Owner acknowledges and agrees that by MAR accepting credit cards, there is the risk of a charge-back. MAR’s payment policy is designed specifically to minimize such risk by prohibiting credit card payments within thirty (30) days of check-in and requiring the full balance be paid at time of credit card payment. In the event that there is a charge-back prior to check-in or at any time, the Real Estate Commission rules require Owner and MAR immediately return any money received including any commissions paid where it will then be stored in a noninterest-bearing trust account during the dispute process. MAR will then put the week or weeks back on the market while also disputing the charge-back for Owner in the event the week or weeks do not get re-rented. If it gets re-rented, the money will be returned to the guest who disputed the charge and MAR will send Owner the funds from the new rental, less applicable commission. Owner agrees to honor the terms of the lease agreement and to provide in a timely manner to MAR or the bank any documents or information requested in the case of a dispute. If Owner provides all information, adheres to the terms of the lease agreement during the guest’s stay, and provides a copy of a legally binding lease agreement signed with guest, Owner is in a good position regarding any possible disputes.

**TERMS AND CONDITIONS FOR AUTHORIZATION**

**1. Grant of Right to Lease.** The owner(s) (the “Owner”) listed on the first page of this Rental Authorization Agreement (the “Agreement”) agrees to lease the property described above (the “Property”) during the periods and for the prices set forth above. In consideration for Mary Allen Realty, Inc. (“MAR”) listing and endeavoring to find tenants (“Guests”) for the Property, Owner grants MAR the right to list the Property on the MLS service and to lease the Property under the terms of this Agreement. MAR has the discretion of not accepting a rental authorization if the Property has less than four rental weeks available during July and August.

**2. Advertising.** Owner grants MAR permission to advertise the Property, including use of any photos, amenities list, descriptions, and other information provided by Owner on various websites and other media. All information and materials used in such advertising (including Matterport tours and photographs), unless provided by Owner, are and shall remain the sole property of MAR and may not be used by the Owner and/or any third-party portals/website without MAR’s express written consent. All amenities listed will be a part of the contents of the rental property. Owner grants MAR the right to advertise on third-party websites. Guests will pay the advertising fee to the third-party site.

**3. Prospective Tenant Referrals.** Owner shall refer to MAR every prospective Guest that contacts Owner during the term of this Agreement. Owner acknowledges and agrees that all negotiations for lease of the Property shall be conducted through MAR.

**4. Owner Representations.** Owner represents and warrants that:

- 4.a)** Owner is the sole owner of the Property;
- 4.b)** Owner has the legal right to sell or lease the Property;
- 4.c)** To the best of Owner’s knowledge, Owner has marketable title to the Property;
- 4.d)** The Property is not currently listed with any other broker or agent unless noted in this Authorization;
- 4.e)** Owner has reviewed the description of the property set forth above, including the details of amenities, and further represents and warrants that the above description is true, correct and complete;
- 4.f)** To the best of Owner’s knowledge, the name, address and taxpayer identification number listed above correctly identifies Owner and the Property; and
- 4.g)** To the best of Owner’s knowledge, there are no environmental hazards relating to the Property, or any proceedings regarding such hazards which are now pending or threatened with regard to the Property.a

**5. Amendment; Waiver.** This Agreement may not be amended or modified, nor may compliance with any condition or covenant set forth herein be waived, except by a writing duly and validly executed by each of the parties hereto, or, in the case of a waiver, the party hereto waiving compliance. No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party hereto of any such right, power or privilege, or any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Notwithstanding the above, Owner may change the rental rates and list of amenities offered by providing written notice of such changes to the MAR rental program administrator ([reception@maryallen.com](mailto:reception@maryallen.com)). The requested change(s) will be included in the Owner’s authorization file. It is Owner’s responsibility to confirm that the change(s) has been received and made. If Owner(s) has any special notes or instructions for Guests posted at the property, Owner shall provide MAR with a copy of such notes or instructions to be included in Owner’s rental authorization file.

**6. Term; Termination; Renewal.** The term of this Agreement shall begin on the date in the signature block below of this Agreement (the “Effective Date”) and shall continue for a period of five (5) years, unless terminated earlier pursuant to the terms of this Agreement (the “Initial Term”). Either party may terminate upon thirty (30) days written notice. Upon expiry, this Agreement shall automatically renew for a period of one (1) year (each, a “Renewal Term”) unless either party provides written notice prior to expiry that such party does not desire to renew the Agreement. The Initial Term together any Renewal Terms shall be referred to as the Term.

7. Notices. All notices and other communication required or permitted to be given under this Agreement shall be in writing and shall be effective (i) when delivered personally; (ii) when transmitted by email to the email address(es) specified above (or such other email address provided by the party); (iii) when transmitted by electronic facsimile device; or (iv) upon receipt of such notice by Federal Express, DHL or other comparable international courier service, and in each case addressed to the other party at its address set forth on the first page hereof, unless by notice a different address shall have been designated for giving notice hereunder.

8. Rental Payments. MAR will receive rental payments on behalf of Owner. Once half of the rental payments have been received, they will be forwarded within fifteen (15) business days after the funds have cleared MAR's banking institution (other than security deposits). The balance of the rental payments will be forwarded as noted above. The full amount of the agreed upon rental commission will be deducted prior to an Owner receiving the first half of the rental payment. Normally, MAR requests that Guests pay rental balances thirty (30) days prior to their check-in date and, if this occurs, Owner shall be paid within fifteen (15) business days after such funds are available in MAR's bank account. If Guests elect to pay on the day of check-in, rental balances will be paid to Owner at that time. Guests will also pay MAR a processing fee and credit card convenience fee.

9. Cancellations. If a Guest cancels a rental once Owner has received the deposit, the canceled rental period will be put back on the active rental market as an available rental period once written notice is received from Guest. If the canceled rental period is re-rented, Owner shall refund the amount of the deposit received for this rental. If Owner (a) decides to use the rental property for personal use, (b) allows family members, friends or others to use the rental property without charge, or (c) agrees to lease the rental property to a third party for a lesser amount without the consent of the canceling guest, Owner shall refund the amount of the deposit received. MAR will, in all cases regarding cancellations, retain the rental commission.

10. Website. MAR's website shows each listing's amenities, photographs/tours of the property, weekly prices and availability. Owner agrees to regularly review MAR's website and to email MAR to apprise MAR of any inaccuracies, changes and reservations.

11. Direct Rentals. If MAR introduces a Guest to the Property and such Guest rents the Property and subsequently, such Guest rents directly from Owner at any point in time in the future, a rental commission in the amount agreed to in this authorization will be due to MAR for each such booking. If Owner leases the home to another party via a third-party agency (i.e., VRBO, HomeAway, Air B&B, etc.), MAR will NOT be a key pick-up location for any owner rentals unless MAR is notified ahead of time and a commission fee based on the authorization commission rate will be charged based on the rental rate and/or the highest rental rate for the season.

12. Keys. Owner shall provide MAR with at least three complete sets of working keys. If Owner changes the lock(s), Owner shall provide MAR with three sets of keys immediately. Owner shall check all keys in each lock before providing them to MAR. Owner shall provide their cleaning service with a key; this shall not be the responsibility of MAR. Owner's family and friends are welcome to borrow keys (with Owner's prior written permission) anytime Monday through Thursday during normal business hours.

13. Support Animals. Owner acknowledges that pursuant to FHA and ADA rules, regulations and requirements, Owner may be obligated to accept a service dog or emotional support animal without charging an additional pet deposit or fee. Certain Guests may have severe allergies to pets. Therefore, Owner must disclose any pet history, including Owner's pets.

14. Indemnification; Insurance. Owner agrees to indemnify and hold MAR and its affiliates, officers, employees and agents completely harmless from any and all costs, expenses, attorney fees, lawsuits, liability, damages or claims for damages including but not limited to those arising out of any injury, death or damage to any property. Owner represents and warrants that it has obtained adequate public liability insurance and commercial general liability insurance. MAR shall not be responsible for any damage or theft caused by Guests placed by MAR.

15. Sale of Property. If Owner sells the Property prior to the Guest's rental dates, Owner must make clear to the purchaser(s) of the Property (the "Purchaser") the following: (a) the Purchaser must comply with this Agreement and any lease agreements previously signed with Guests; (b) the Purchaser execute a rental authorization agreement with MAR to receive any balance of rental monies not credited at closing. This is a requirement for IRS income reporting purposes. The N.J.R.E.C. requires us to have a signed Rental Authorization Agreement from the current owner if payments and/or guests are outstanding. It will not be the responsibility of MAR to relocate Guests should the Purchaser want the property free of any lease(s). It will be the Owner's and Purchaser's responsibility to make these arrangements, provided that the Guest agrees.

16. Power of Attorney. Owner grants MAR a limited power of attorney to sign leases on behalf of Owner and to otherwise act as Owner's agent in the negotiation of any leases during the term of this Agreement.

17. Rental Commission. In consideration for its services, MAR shall receive a rental commission as set forth on the first page of this Agreement. If Owner received a discounted commission rate in consideration for the granting MAR exclusivity in renting the Property and then subsequently amends the Agreement to a non-exclusive arrangement, the commission rate will change accordingly. Owner acknowledges and agrees that MAR will begin attempting to lease the Property upon the signing of this Agreement.

18. Conflicting Bookings. Normally, leases will be entered into by a prospective Guest before Owner receives notification. Once a lease is signed by a prospective Guest and by MAR on behalf of Owner, a binding, enforceable contract for the lease regarding the Property for the period specified in the lease agreement will exist between Owner and Guest. It is therefore Owner's responsibility to notify MAR in writing prior to entering into any lease agreement, for the lease of the Property so that MAR may properly notate its records to reflect that the Property is not available during the period where Owner has entered in to a lease with a third party. In the event Owner leases the Property that is the subject of this Agreement without notifying MAR in writing, then Owner agrees to indemnify and hold MAR harmless from any lawsuit or claim, including paying any attorneys' fees and expenses associated with defending any such claim arising out of a "double lease" situation. This provision shall apply regardless of when the lease is entered into by Owner and a third party. If MAR or its agents procure a rental for this property without knowledge of the third-party lease, the MAR rental shall take precedence even as if the third-party lease was obtained by other rental agencies. In the event the owner(s) refuse to accept MAR's reservation, Owner shall pay the applicable commission to MAR plus a \$250 relocation fee towards MAR finding an alternate and comparable property.

19. Security/Internet Cameras. If there are any security cameras or internet cameras on or in the Property, including but not limited to “nanny cams” or other video or audio recording or broadcasting equipment, Owner represents and warrants that those cameras or devices will be disabled and not functioning during the term of the lease and neither Owner, its representatives or any other party has access to or use of them, unless only Guests have use of them. Owner acknowledges that any use or access to them by Owner, its representatives or any other party during the lease term, other than Guests, may constitute invasion of privacy of Guest and subject Owner to civil damages and criminal charges. Guests must be notified of any cameras located on the premises. Owner agrees to inform MAR of all cameras including cameras that are disabled during Guest stays.

20. Bedding. Owner agrees to provide freshly laundered and stain-free bedding and mattress pads. Owner agrees to provide new mattress pads on all beds at the beginning of each season. Owner shall instruct its cleaning crews to inspect mattress pads, bedding, box springs and all kitchen and bath mats for cleanliness during each turnover.

21. Security Deposit Waiver. Except for rentals exceeding twenty-eight (28) days, Guests will pay a non-refundable Security Deposit Waiver (SDW) to MAR. The SDW excuses Guests from paying for physical damage to the Property up to the security deposit amount. The SDW is in lieu of a security deposit and is included and required on each reservation. Guests are responsible for any damages or losses in excess of the security deposit amount as well as any damages or losses excluded from the terms. Owner acknowledges and agrees that SDW is not insurance. SDW applies only to the direct physical loss or damage to covered property. The SDW does not cover loss of use of said property. This waiver is not intended in any way to provide reimbursement or coverage for the following items: (i) damages that constitute normal wear and tear; (ii) damages resulting from Acts of God (i.e. fire, flood and/or natural disasters); (iii) damages or losses to property which are unrelated to the actions of the Guest; and theft that occurs despite the Guest’s reasonable efforts to secure the property and related items. Owner shall provide written notice to MAR within five (5) days after Guest’s departure detailing a list of damages and itemized charges.

22. Repairs. If Owner cannot be reached, Owner authorizes MAR to have repairs completed and the cost for such repairs deducted from Owner’s funds. If Owner’s remaining funds held by MAR are not sufficient to cover the cost of such repairs, Owner agrees to forward the necessary funds for the repairs within seven (7) days.

23. Dual Agency. It may be necessary or appropriate for MAR to act as an agent for both Owner and a Guest. MAR shall, as soon as practicable disclose to Owner any election to act as a dual agent representing both Owner and a Guest. Owner agrees to consent to such dual agency representation.

24. Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior agreements and discussions between the parties with respect to such subject matter.

25. Construction. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted mutually by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

26. Severability. If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, such term or provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid term or provision within the limits of applicable law or applicable court decisions.

27. Governing Law; Venue. The validity and interpretation of this Agreement shall be governed by the laws of the state of New Jersey, without regard for any conflicts of law principles. Any disputes under this Agreement may be brought in the state courts and the federal courts located in New Jersey, and the parties hereby consent to the personal jurisdiction and exclusive venue of these courts.

28. Assignment. Neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, except that MAR may assign this Agreement without such consent to its affiliate or its successor in interest by way of merger, acquisition or sale of all or substantially all of its assets. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective executors, administrators, heirs, successors and assigns permitted under this Agreement. Except as expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto, any rights or remedies under or by reason of this Agreement.

29. Miscellaneous. All rights and remedies of the parties hereto hereunder shall be cumulative and in addition to all other rights and remedies provided hereunder or available by agreement, at law or otherwise. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument. Facsimile or PDF execution and delivery of this Agreement by either party hereto shall constitute a legal, valid and binding execution and delivery of this Agreement by such party hereto. All headings in this Agreement are for convenience only and shall not affect the meaning of any provision hereof.

30. Acknowledgements. Owner acknowledges receipt of the Consumer Information Statement on New Jersey Real Estate Relationships (attached as Appendix A). Owner also acknowledges receipt of the Attorney General’s Summary of the New Jersey Law Against Discrimination (NJLAD) and federal Fair Housing laws (attached as Appendix B), and agrees to abide by the NJLAD, federal Fair Housing laws and any other applicable housing discrimination laws.

31. Disclosure. **AS THE HOMEOWNER(S), 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. OWNER PAY(S) ALL UTILITIES UNLESS OTHERWISE INDICATED ON THIS RENTAL AUTHORIZATION AGREEMENT.**

Signature of Owner(s)      \$T\$: \_\_\_\_\_      Date      \$T\$: \_\_\_\_\_  
Rental Agent for Owner(s)      \$T\$: \_\_\_\_\_

**Pro-active care of your property pre & post season is very important and will help in the prevention of problems**

**Please remember to:**

- **Have your property pretreated for ants and other pests prior to your first guests checking in! We advise providing spray and traps at the property in the event they become necessary during the rental season.**
- **Have a pre-season thorough cleaning of your property.**
- **Have your carpets cleaned.**
- **Please check the condition and cleanliness of your mattresses and box springs. NEW mattress pads should be on all beds at the beginning of the season. Please have your cleaning crew inspect mattress pad for cleanliness during each turnover along with kitchen and bath mats.**
- **Make sure all of your major systems are in proper working order...ex. A/C, Water Heater, Appliances, Etc.**
- **Post your Trash and Recycling schedule in an obvious location.**
- **Make sure you have an acceptable number of Trash & Recycling cans w/lids that are labeled appropriately. For example: a minimum of four garbage cans and three recycling cans, but for large homes, more may be necessary.**
- **Make sure your grill is clean, functioning and located in a safe place. Please leave an extra full tank of gas. Please encourage your guests to maintain and clean the grill as a courtesy for future guests.**
- **Make sure to leave extra light bulbs and batteries.**
- **If you have numerous TV's and numerous remotes for the various TV's, please label the remotes according to the TV it operates.**
- **Please contact us before renting your property yourself to make sure the week(s) are still available. You DO NOT want to have a double booking. If you have a vacancy and decide to use it at the last minute, please let us know!**
- **To view your property online, contact our office for your Listing #. Go to [www.MaryAllen.com](http://www.MaryAllen.com). Click on the Go To Rental Listing button at the top of the page and type in your Listing #. You will then be able to view your rented weeks, available weeks, and rental rate for available weeks, bed sizes, amenities, etc. You will find this to be a very useful tool to track your rentals and may save you from having to make unnecessary calls.**
- **If you have photos you would like updated, please forward them to [Rentals@MaryAllen.com](mailto:Rentals@MaryAllen.com).**
- **E-mail or call us if you need a new sign on your property.**
- **We appreciate the opportunity to rent your home...however if you are interested in selling your home or would like to know its value, please contact your agent at MAR.**