



2024 RENTAL AUTHORIZATION - THIS IS A LEGALLY BINDING CONTRACT, READ CAREFULLY

Entered by: _____

Schlosser Real Estate, Inc.

Listing # _____

Checked by: _____

600 Grand Central Ave. Lavallette NJ 08735

RR# _____

PH: 732-793-7755 | FAX: 732-793-1869 | info@sre1.com

Area: _____

The undersigned authorizes Schlosser Real Estate, Inc. also referred to as "broker" to act as "Rental Agency" for the following property:

Rental Address: _____

City: _____ State _____ Unit: _____ Floor: _____

Landlord(s) Name: _____ SS# or EIN#: _____

Legal Name of Tax ID Holder: _____ (SS# or EIN & Name must match for 1099 Reporting)

Landlord Address: _____ City: _____

State: _____ Zip code: _____ Email: _____

Main Contact: _____ Cell Phone #: _____

Home Phone #: _____ Work Phone #: _____

Local Phone #: _____

Alternate Contact: _____ Alt. Contact Phone #: _____

If Landlord cannot be reached in an emergency, contact: Name: _____

Phone: _____ Email: _____

Other Brokers:

<input type="checkbox"/>	CLEANING INCLUDED IN RENT. Landlord will provide cleaning upon check-out. It will be included in the Price. Tenant will not have to hire a cleaner but must leave home broom swept, neat & remove all food/garbage. Commission is charged on full rent amount including cleaning fee. Price accordingly. NOTE: Homes where cleaning is included in the rent are chosen far more by prospective tenants.
<input type="checkbox"/>	CLEANING INCLUDED FOR A FEE. Landlord will provide cleaning upon check-out for a fee. Tenant will not have to hire a cleaner but must leave home broom swept, neat & remove all food/garbage. No commission is charged on cleaning fee. Enter Cleaning Fee Amount \$ _____

Who checks between tenants? Landlord Cleaner Other: _____

Cleaner: _____ Phone: _____

Plumber: _____ Phone: _____

Electrician: _____ Phone: _____

Handyman: _____ Phone: _____

Tenant Code: _____ Realtor Code: _____ Alarm Code: _____ Key provided? YES

Showing instructions: _____

Wi-fi Network: _____ Wi-fi Password: _____

Landlord Authorized Maintenance Amount: *Please enter a dollar amount below to authorize us to make purchases on your behalf, if needed.* For example: new toaster, new blender, new microwave etc. or for other issues. We will buy what is needed to remedy the situation and bill you. Anything over this amount below, we will contact you. If left blank, we will contact you for every issue. \$ _____ (Landlords normally choose between \$150-500.)

2024 WEEKLY DATES/PRICES:

Minimum Rental Period in Days: _____ Check-in Time: 3:00 PM Check-out Time: 10:00 AM

100% Rental Rate \$ _____ OK to use suggested %? Yes No

Week	%	Rate	Available	Landlord Rented	Landlord Occupied	Rented by Realtor	Unavailable
5/18 – 5/25	50%		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5/25 - 6/1	50%		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6/1 - 6/8	50%		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6/8 - 6/15	60%		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6/15 - 6/22	75%		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6/22 – 6/29	90%		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6/29 - 7/6	100%		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7/6 - 7/13	100%		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7/13 - 7/20	100%		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7/20 - 7/27	100%		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7/27 - 8/3	100%		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8/3 - 8/10	100%		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8/10 - 8/17	100%		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8/17 - 8/24	100%		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8/24 – 8/31	100%		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8/31 - 9/7	90%		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9/7 - 9/14	75%		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9/14 - 9/21	60%		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9/21 - 9/28	50%		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9/28 - 10/5	50%		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Bedding

#Bedrooms	#Full Baths	#Half Baths	#Max Sleeps	Security Deposit

#King Beds	#Queen Beds	#Full Beds	#Single Beds	1 st Floor Bedroom
				<input type="checkbox"/>
#Trundles	#Futons	#Cots	#Rollaways	#Daybeds
#Cribs	Highchair	#Bunks (S Over S)	#Bunks (S Over F)	#Bunks (F Over F)
	<input type="checkbox"/>			
#Sofa Beds Single	#Sofa Beds Full	#Sofa Beds Queen	#Sofa Beds King	#Air Mattress

Pillows Included	Mattress Pads	Blankets/Bedspreads	Beach Towels	Bath Towels
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Tenant brings own linens? Yes No

Bedding Description:

Pets

No Pets	Pets OK	Pets Considered	Non-Refundable Pet Fee
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Are Pets ever present in the home including landlord's pets? Yes No

Amenities

<input type="checkbox"/> Microwave	<input type="checkbox"/> Toaster	<input type="checkbox"/> Blender	<input type="checkbox"/> Coffee Maker	<input type="checkbox"/> Keurig
<input type="checkbox"/> Smart AC	<input type="checkbox"/> Central AC	<input type="checkbox"/> Window AC	<input type="checkbox"/> Wall AC	<input type="checkbox"/> Ceiling Fans
<input type="checkbox"/> Washer	<input type="checkbox"/> Dryer	<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Iron	<input type="checkbox"/> Ironing Board
<input type="checkbox"/> Cable TV	<input type="checkbox"/> Smart TV	<input type="checkbox"/> DVD Player	<input type="checkbox"/> Blu-Ray Player	<input type="checkbox"/> Internet/Wi-fi
<input type="checkbox"/> Boat Slip	<input type="checkbox"/> Outdoor Pool	<input type="checkbox"/> Vacuum	<input type="checkbox"/> Hot tub	<input type="checkbox"/> Jacuzzi/Jet Tub
<input type="checkbox"/> Deck	<input type="checkbox"/> Deck Furniture	<input type="checkbox"/> Charcoal BBQ	<input type="checkbox"/> Gas BBQ	<input type="checkbox"/> Electric BBQ
<input type="checkbox"/> Private Yard	<input type="checkbox"/> Waterview	<input type="checkbox"/> Oceanview	<input type="checkbox"/> Bayview	<input type="checkbox"/> Beach Badges
<input type="checkbox"/> Garage	<input type="checkbox"/> Alarm	<input type="checkbox"/> Security Cameras	<input type="checkbox"/> Keyless Entry	<input type="checkbox"/> Ring Doorbell
<input type="checkbox"/> Cook Utensils	<input type="checkbox"/> Dinnerware	<input type="checkbox"/> Pots/Pans	<input type="checkbox"/> Silverware	<input type="checkbox"/> Cleaning Supplies

Beach Description: _____

Parking Spaces: _____ Parking Description: _____

AC Units: _____ # Beach Badges: _____ # Beach Chairs: _____ # Bikes: _____

Outdoor Shower: Enclosed Hot/Cold Shared Cold Only Rinse Station Only

Total TVs: _____ # Cable Boxes: _____ # DVD Players: _____ # Blu-ray Players: _____

Additional Electronics: _____

Garbage pickup days: _____ Recycling pickup days: _____

Click here if you would like to be contacted about Trash Service and/or BBQ grill cleanings.

Terms

The landlord signing this document warrants that they are the legal owner of the property and have the legal right to sell or lease the property and sign for leases. If the property is in the name of a partnership, trust, corporation, LLC, or other entity, the representative signing this document warrants that they have the legal right to sell or lease the property, sign for leases, and that there are no conflicts with any other member of such entity.

The landlord authorizes the above-named broker to rent the property for the period and rates as stated. A commission of 12% shall be deducted from each rental payment made by the tenant and the balance sent to the landlord upon receipt of the cleared deposited funds for the reservation and lease execution by the tenant and landlord. Landlord further agrees to:

1. Check availability with the broker prior to making any rentals. In the event the landlord rents the property after it has been reserved by the broker, the landlord must honor the Schlosser reservation. In the event the landlord refuses to accept the broker's reservation, landlord shall pay the applicable commission to the broker plus a \$250 relocation fee to the tenant per reservation.
2. Inquire with broker and have agreement with broker prior to making any changes to listing.
3. Provide adequate liability insurance, hold Schlosser Real Estate Inc. harmless against any potential litigation and conform to and acknowledge receipt of broker's Rental Procedure (Enclosed).
4. Landlord has or will obtain, prior to occupancy by tenant, any and all inspections/certifications/permits, that are required by any governmental authority for renting subject premises. The landlord acknowledges that the sole responsibility for securing such inspections, certifications or permits is that of the landlord of the property and the rental agency has no responsibility to secure such items, nor is the rental agency to be held liable for the failure of the landlord of the property to comply.
5. Pay a rental commission of 12% on the total rental price should the tenant re-lease the property within the following year or any consecutive year.

6. Pay a sales commission of 4% on the selling price should the tenant or any person, family member or business entity associated with the tenant from which Schlosser Real Estate was the procuring cause of the sale, purchase the property within one year of the expiration of any lease, or continuation thereof.
7. Acknowledge receipt of Attorney General Memorandum (Enclosed), and agree to abide by the NJLAD, federal Fair Housing laws and any other applicable housing discrimination laws.
8. Check or have someone check that premises were cleaned after check-out and that premises are clean and ready for the next occupancy.
9. Acknowledge that Schlosser Real Estate is acting as a transaction broker.
10. **CANCELLATIONS.** In the event a tenant wishes to cancel a rental, the tenant must send us written notice to cancel before we can re-offer the property. The tenant's deposit is returned only when the property is re-rented unless you direct us otherwise. The original tenant can be held liable for the total rent unless a new tenant is found. Schlosser Real Estate reserves the right to charge commission and a lease processing fee.
11. **RENTALS BY LANDLORD.** RENTALS BY LANDLORD ARE PERMITTED WITH THE UNDERSTANDING THAT IF A LANDLORD'S RENTAL CONFLICTS WITH OUR RESERVATION THAT SCHLOSSER REAL ESTATE'S RESERVATION WILL BE HONORED. SCHLOSSER REAL ESTATE RESPECTS THE RIGHT OF A LANDLORD TO RENT ON THEIR OWN. WE EXPECT THE LANDLORD TO HAVE RESPECT FOR OUR OFFICE AND TENANTS BY REALIZING THE PUBLIC MUST BE ABLE TO RELY ON THE ACCURACY OF THE STATED AVAILABILITY MINUTE BY MINUTE. OUR RENTAL AUTHORIZATION CLEARLY STATES THE LANDLORD WILL "INQUIRE WITH BROKER PRIOR TO MAKING ANY RENTALS". WE ARE OPEN 7 DAYS A WEEK. IF A LANDLORD FAILS TO CHECK WITH SCHLOSSER REAL ESTATE PRIOR TO COMMITTING TO A RENTAL, THEN LANDLORD AGREES TO HONOR SCHLOSSER REAL ESTATE'S RESERVATION AND RENTAL. IT IS IMPORTANT TO CHECK OUR WEBSITE TO VERIFY IF A RENTAL HAS BEEN INITIATED IN OUR SYSTEM BEFORE REQUESTING TO RESERVE ANY WEEK(S) BY LANDLORD. OUR WEBSITE IS UPDATED APPROXIMATELY EVERY 15-30 MINUTES AND IS AVAILABLE 24 HOURS A DAY, 7 DAYS A WEEK.

To reserve a week "By Landlord" or to take advantage of our Landlord Portal where you can view your rentals, media, inventory and payments, visit our website at schlosserrealestate.com, click on the "Landlord" tab and choose "Landlord Portal".

INITIAL HERE _____ (*Required)

12. **E-CHECK AND CREDIT CARD PAYMENTS.** Schlosser Real Estate now offers credit card and E-Check payment options for tenants on short-term rentals of no more than 125 consecutive days and with a specific termination date. There is NO COST to the landlord. The tenant must pay a 3.0% (+0.30) convenience fee per transaction for credit cards. This fee is subject to change at any time based on our credit card processor's current processing fees. By initialing below, the landlord understands & agrees that by Schlosser Real Estate accepting credit cards, there is the small risk of a charge-back, however unlikely it may be and provided that such a dispute is not due to the failure of the landlord to adhere to all terms of the lease agreement. Our payment policy is designed specifically to minimize such risk as all credit card payments for a short-term rental lease agreement must be made 61 days prior to the lease start date unless otherwise authorized through signing of a non-cancellation agreement by tenant. In the rare event that there is a charge-back prior to check-in or at any time, the Real Estate Commission rules require the landlord and Schlosser Real Estate immediately return any money received where it will then be stored in a non-interest-bearing trust account during the dispute process. If there is a dispute that arises, the landlord is expected to provide all requested documents to Schlosser Real Estate or the Bank in a timely manner and work to help resolve the dispute. If a dispute occurs prior to check-in, Schlosser Real Estate will put the week or weeks back on the market while also disputing the charge-back for the landlord in the event the week or weeks don't get re-rented. If the property gets re-rented, the money will be returned to the tenant who disputed the charge and Schlosser Real Estate will send the landlord funds from the new rental, less the commission.

INITIAL HERE _____ (*Required)

13. It is the landlord's responsibility to maintain & check premises for damage before and after each tenant. If there is a problem, please call our office immediately so we can send someone over to document the damage.

14. Accidental Damage Protection or ADP: Tenant shall pay a non-refundable fee for Accidental Damage Protection in lieu of paying the security deposit. This fee shall cover the tenant for accidental damages/repairs of an amount up to or equal to the security deposit amount listed on the property. This fee shall be paid to Schlosser Real Estate and Schlosser Real Estate shall pay the landlord for any covered damages according to the ADP terms and provided that proper documentation, photos & receipts are supplied by landlord. (See ADP Terms attached).

15. Privacy: Tenants are provided a reasonable expectation of privacy. We strongly recommend that all security cameras including ring doorbell cameras be disabled during the tenant’s stay. If the landlord will not disable cameras, this must be disclosed to tenants and may be a deterrent to renting the property. We also highly recommend that you do NOT remotely control a tenant’s temperature.

16. Advertising: Landlord grants Schlosser Real Estate, Inc. permission to advertise the Property, including use of any photos, amenities list, descriptions, and other information on various websites and other social media. All media used in such advertising remain the sole property of Schlosser Real Estate, Inc. and may not be used by the Landlord and/or any third-party portals/websites without Schlosser Real Estate, Inc’s express written consent.

By signing and Initialing, Landlord agrees to all terms of this agreement.

Landlord _____ **Date** _____

We now have ACH (Direct Deposit) payments for Landlords.

To sign up to receive your rental payments via ACH, login to your Landlord portal. Click “My Profile”.
 To access your portal go to schlosserrealestate.com.

EXCLUSIVELY RENTED PROPERTIES. Becoming “Exclusive” means that you agree to rent only through Schlosser Real Estate for 2024 & no other company. By becoming exclusive, you will benefit from additional media added to your listing such as a Photos, Video, Floorplan & Aerial or Drone Photos or Video. *Our IT Director is a licensed FAA Certified Drone Pilot.* You will also be featured on our Exclusive rental page & Hotsheet as well as in periodic email blasts. You are still permitted to rent the property yourself provided that you adhere to item #11 of this agreement titled “Rentals by Landlord”. We are in the process of upgrading all our current exclusives to the new format in addition to new rental properties. If you are currently Exclusive or would like to become Exclusive, initial below.

*Optional – ONLY INITIAL BELOW IF YOU AGREE TO LIST **EXCLUSIVELY** WITH SCHLOSSER REAL ESTATE

INITIAL HERE _____

NOTES: Enter any notes below:

THE SRE RENTAL PROCESS

Landlord fills out & signs a Digital Rental Authorization

Landlord provides keys or door/alarm codes. IT Director photographs the home. If the landlord selected "Exclusive", then video, drone, floorplan, and aerials are also taken. Rental is added to our rental software & website. It is recommended that the landlord then check over all the information online to make sure it is accurate and notify Schlosser Real Estate of any issues. The property is then further marketed on our Website, Rental Hot Sheet, and Social media. It is also emailed to all our Agents and to our large list of clients. The landlord is sent a link to sign up for the Landlord Portal.

Property is Rented Prior to 1/1

Upon reservation, leases are sent to tenant/landlord to sign. 1st payment for ½ the rent is due by 1/31. The initial small deposit is applied to 1st payment. Once cleared, money is forwarded to landlord including deposit less % of the payment amount for commission. Final payment of ½ rent + security deposit + any fees are due 60 days prior to check-in. Final rent payment is forwarded to landlord once cleared less % of the payment amount for commission. Any fees payable to landlord will be forwarded with the final rent payment.

Property is Rented after 1/1

1st payment for ½ rent is due to reserve property. If tenant is not present at time of reservation, we allow 5 business days to receive payment, or it is put back on market. Lease is signed by tenant in office or emailed to tenant/landlord to sign. When lease has been signed by both, a check is sent to landlord less % of the payment amount for commission. Final payment of ½ rent + security deposit + any fees are due 60 days prior to check-in. Final rent payment is forwarded to landlord once cleared less % of the payment amount for commission. Any fees payable to landlord will be forwarded with the final rent payment.

Save/Print Your Copy of Lease

Once the landlord digitally signs the lease, a fully executed copy is automatically sent to the tenant, landlord & Schlosser Real Estate. We can then pay the landlord once we have payment and a binding agreement. If either party does not do email, the process takes much longer as we must mail paper copies to one or the other and we must wait to receive them back. **If a landlord chooses NOT to sign leases by email, it will delay the time it takes to receive their money on all their rentals.** We do not recommend this.

Tenant Checks In

Tenant obtains keys or code from Schlosser. Keys are not given unless balance is paid in full/leases signed.

Tenant Checks Out

Tenant returns keys to Schlosser Office.

Landlord inspects dwelling

The landlord or landlord's representative are responsible to check property upon check-out.

Security Returned

Schlosser Real Estate automatically returns the security on the 5th day after the expiration of the lease. Rental is now complete. If any security issues exist and the landlord decides to hold security, they must notify the broker Schlosser Real Estate immediately but also in writing or by email no later than 4 days after the expiration of the lease. The landlord must provide a detailed list and photos of any damages. As a 2nd verification, Schlosser Real Estate will send representatives to inspect & document the damage. However, if the tenant disputes the claims, notifies the broker in writing within 14 days of the expiration of the lease, and an agreement is not made, the broker will provide the tenant with the landlord's contact info and vice versa and the dispute will be handled between landlord and tenant. In the interim, Schlosser Real Estate will hold the security deposit in escrow until both parties agree or until a legal resolution directs Schlosser Real Estate how to disburse the security deposit. If both parties are unable to resolve any security deposit disputes and no legal action has been taken by the tenant within 14 days of the expiration of the lease, the security deposit will be disbursed as per the landlord's direction.

In the State of New Jersey, Landlord/Tenant law favors the tenant. If the tenant can prove the taking of the security was not justified, the Court has the option of awarding up to triple damages to the tenant. For example, if something breaks due to normal wear and tear or is damaged due to an "act of god" and not the tenant's negligence, security should not be retained. **Additionally, security should not be held for cleaning, it should only be held for damages.**

ACCIDENTAL DAMAGE PROTECTION TERMS: Tenant pays a non-refundable fee. The fee amount is based on the amount of the security listed on the property and covers accidental damages/repairs up to the security amount.

In lieu of a traditional Security Deposit, Schlosser Real Estate offers Accidental Damage Protection for Weekly Rentals. **THE ACCIDENTAL DAMAGE PROTECTION (REFERRED TO HEREIN AS “ADP”) IS MANDATORY UNLESS OTHERWISE STATED. IF ADP IS NOT ACCEPTED BY THE OWNER, A SECURITY DEPOSIT WILL BE REQUIRED (SECURITY DEPOSIT TERMS AS CONTAINED IN THE LEASE). THE ADP IS NOT INSURANCE, NOR IS IT A WARRANTY.** The ADP is designed to cover unintentional damages to the Rental Property that occurs during the Tenant’s stay. The ADP is a non-refundable fee paid by Tenants that cover the Tenant and the Landlord for accidental damages and repairs up to the property’s listed security deposit amount. In the case of a condominium or townhouse, the ADP additionally covers accidental damage to the common areas. The cost of damages that exceed the total covered amount is not covered by the ADP. Tenants are still required to surrender the Rental Property at the end of the Tenant’s stay in good and broom-clean condition by the date and time specified in the Agreement – normal wear and tear excepted. In the event, the damage caused is over and above the maximum covered amount the Tenant agrees to pay for excess damage costs or be willfully sued by the Landlord, and in such event, the Tenant shall be liable to the Landlord for the excess damage costs and costs paid by the Landlord to bring the action against the Tenant, including court costs and attorneys’ fees.

The ADP shall be void if the Tenant does not immediately report any accidental damages to Schlosser Real Estate in a timely manner (within 24 hours of the incident or prior to the end of the Tenant’s stay, whichever occurs first. If damage is discovered after the end of the Tenant’s stay, the Landlord must report the accidental damage to Schlosser Real Estate in writing or by email within three (3) days of the end of the Tenant’s stay in order for the damage to be covered under the ADP. Further, the Landlord must within seven (7) days of the initial report to Schlosser Real Estate provide Schlosser Real Estate with a detailed list of the damages along with documented photos of the same.

Schlosser Real Estate and its agents have the ultimate administrative authority to determine the scope and extent of the damages to be covered under the ADP. The Landlord is responsible to make the repairs for any damage that occurs at the Rental Property. Once Schlosser Real Estate investigates the claim and has made a decision that reimbursement is due to the Landlord for any damage covered under the ADP, reimbursement will be paid to the Landlord upon Schlosser Real Estate’s receipt of invoices from the Landlord for the repaired damage.

CONDITIONS: The ADP has certain conditions and exclusions. The ADP will not include liability for damage or theft resulting from:

1. Intentional acts or acts of negligence or under the impairment of drugs or alcohol of the Tenant.
2. Any damage that occurs if the Tenant is in violation of the Rental Agreement or the Landlord’s Rules and Regulations.
3. Criminal acts or acts of concealment or fraud.
4. Theft of Landlord’s items without a valid police report.
5. Damage caused by any pet or other animal brought to the Property.
6. Theft or damage to any items, belongings, or property owned by the Tenant. Protection is limited to Landlord’s items and property only.
7. Damage resulting from any motorized vehicle or watercraft operated by the Tenant.
8. Damages related to glass tabletops are excluded and will be the Tenant’s responsibility.
9. Damages resulting from a natural disaster.
10. Seasonal and Annual leases are exempt from this protection program.
11. Beach badges. If Landlord provides beach badges and one or more are lost or not left in the home for the next Tenant, the Tenant is responsible to return, replace or pay to replace any missing or lost badges.

Should any of the above occur, the Tenant is responsible for the entire cost to repair said damage. Schlosser Real Estate and/or the Landlord reserve the right to file a claim against the Tenant with the venue being located in Ocean County, New Jersey.

ADDITIONAL TERMS/DEFINITIONS:

1. The ADP takes effect upon check-in per this Rental Agreement to the Rental Property together with the receipt of all payments due under the Rental Agreement.
2. The ADP will become void if any term of this Rental Agreement be violated by the Tenant.
3. All coverage shall terminate upon check-out per the terms of this Rental Agreement or the departure of the Tenant, whichever occurs first.
4. Tenant means a person or person(s) who are registered or listed as a tenant per the terms of this Rental Agreement.
5. Natural disaster means flood, fire, hurricane, tornado, earthquake, or blizzard due to natural causes.
6. Stay means the duration of time from the date and time the Tenant checks in at the Rental Property to the date and time the Tenant checks out of the Rental Property.

Landlord _____ **Date** _____



State of New Jersey

PHILIP D. MURPHY

OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY

ANDREW J. BRUCK
Acting Attorney General

Governor

SHEILA Y. OLIVER

DIVISION ON CIVIL RIGHTS
31 CLINTON STREET, 3RD FLOOR
NEWARK, NJ

07102 *Lt. Governor*

TO: Property Owners

FROM: Andrew J. Bruck, Acting Attorney General, State of New Jersey
Rosemary DiSavino, Deputy Director, NJ Division on Civil Rights

DATE: December 2021

SUBJECT: Housing Discrimination Laws

The New Jersey Real Estate Commission (REC) 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 (LAD) and the Fair Chance in Housing Act (FCHA) (effective January 1, 2022).

Law Against Discrimination:

Under the LAD, it is illegal to discriminate against a prospective or current buyer or tenant because of actual or perceived race, religion, national origin, nationality, ancestry, pregnancy or breastfeeding, sex, gender identity or expression, sexual orientation, familial status (defined as having care or custody of a child under age 18 or being pregnant), disability, liability for service in the Armed Forces of the United States, marital status, civil union status, or domestic partnership status. It is also illegal to discriminate against a prospective or current buyer or tenant because of any source of lawful income to be used for rental or mortgage payments. And it is illegal to make, print, or publish any statement, including print advertisements and online postings, expressing any preference, limitation, or discrimination based on any of those protected characteristics.

The LAD applies 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:

- The prohibition on discrimination based on source of lawful income means, for example, that a landlord cannot reject a prospective tenant because they intend to pay with subsidies or vouchers provided by federal, state, or local rental-assistance programs including Section 8 housing choice vouchers, COVID-19 Emergency Rental Assistance Program (CVERAP),



<http://www.njcivilrights.gov>
New Jersey is an Equal Opportunity Employer



State Rental Assistance Programs (SRAP), temporary rental assistance (TRA), Eviction Prevention Program (EPP), unemployment benefits, child support, alimony, and supplemental security income. A housing provider cannot advertise a property in any way that discriminates based on source of lawful income, including by posting advertisements that state, directly or indirectly, a refusal to accept, or express any limitation on, vouchers or subsidies. For example, advertisements that state “No Section 8,” “TRA not accepted,” or “This property not approved for Section 8” violate the LAD. In addition, housing providers must calculate any minimum income requirement, financial standard, or income standard based only on the portion of the rent to be paid by the tenant, rather than the entire rental amount.

- The LAD prohibits bias-based harassment in housing, including sexual harassment. If a tenant is being subjected to bias-based harassment that creates a hostile environment, and if the housing provider knew or should have known about it, the housing provider must take reasonable steps to stop it. That includes harassment by other tenants and by a housing provider’s agents or employees. “Quid pro quo” sexual harassment—for example, where a building superintendent demands sex or sexual favors as a condition of making necessary repairs—is also prohibited.
- Housing providers must reasonably accommodate tenants with disabilities unless doing so would be an undue burden on their operations. For example, if a tenant shows they have a disability and that keeping an emotional support animal is necessary to afford them an equal opportunity to use and enjoy the dwelling, the housing provider must permit the emotional support animal, even despite a “no pets” policy, unless they can show that doing so would be an undue burden.
- A “no pets” rule cannot be enforced against a person with a disability who has a service or guide animal. A landlord may also not charge a tenant with a disability an extra fee for keeping a service or guide animal.
- 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 an equal opportunity to use or enjoy the dwelling.
- The LAD prohibits discrimination based on “familial status”—for example, discrimination against families with children under the age of 18 and pregnant people. Landlords similarly cannot use unreasonable occupancy restrictions to prevent families with children from moving in.
- Selectively inquiring about, or requesting information about and/or documentation of, a prospective tenant’s or buyer’s immigration or citizenship status because of the person’s actual or perceived national origin, race, or ethnicity, or otherwise discriminating on such a basis, is a violation of the LAD.
- As explained in the U.S. Department of Housing and Urban Development’s April 2016 Guidance document, because of widespread racial and ethnic disparities in the criminal justice system, blanket policies that make all individuals with any prior arrest or criminal conviction ineligible to rent violate both the LAD and the federal Fair Housing Act because they have a disparate impact based on race or national origin and are not supported by a legitimate business necessity. And housing providers may not use criminal history as a pretext for intentionally discriminating based on race or national origin (for example, by applying criminal-record based restrictions against Black housing applicants but not white housing applicants).

Penalties. If you commit a discriminatory housing practice that violates the LAD, you may be subject to penalties up to \$10,000 for a first violation, up to \$25,000 for a second violation within five years of the first offense, and up to \$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 they receive on your property. Brokers and salespersons are licensed by the New Jersey Real Estate Commission and their activities are subject to the LAD as well as 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 on any basis prohibited by the LAD.

Fair Chance in Housing Act:

The FCHA prohibits housing providers from asking about rental applicants' criminal records on an initial application or otherwise considering an applicant's criminal record in any way, until after they've made a conditional housing offer to the applicant, with limited exceptions as required under federal law. The goal of the FCHA is to ensure that formerly incarcerated and system-involved people have fair access to housing around the state.

Nothing about the FCHA requires landlords or housing providers to consider a person's criminal record in housing. If a housing provider does review an applicant's criminal history after a conditional offer, specific restrictions apply. A housing provider must conduct an individualized analysis of an applicant's criminal record and may only deny housing if withdrawing a conditional offer is necessary to fulfill a substantial, legitimate, and nondiscriminatory interest.

Here are some of the specific requirements for housing providers under the FCHA:

- Housing providers are prohibited from asking about applicants' criminal records until after they've made a conditional housing offer, except for convictions of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing, or if the applicant is subject to a lifetime registration in a state sex offender registry.
- Even after a conditional offer, a housing provider may not consider arrests or charges that did not result in a criminal conviction, expunged convictions, convictions erased through executive pardon, vacated and otherwise legally nullified convictions, juvenile adjudications of delinquency, and sealed records.
- If a housing provider chooses to consider an applicant's criminal history after a conditional offer, they may only consider:
 - Convictions for murder, aggravated sexual assault, kidnapping, arson, human trafficking, sexual assault, endangering the welfare of a child in violation of N.J.S.2C:24-4(b)(3);
 - Convictions for any crime that requires lifetime state sex offender registration; ○ Any 1st degree indictable offense, or release from prison for that offense, within the past 6 years;
 - Any 2nd or 3rd degree indictable offense, or release from prison for that offense, within the past 4 years; or
 - Any 4th degree indictable offense, or release from prison for that offense, within the past 1 year.
- For a conviction that can be considered, a housing provider must conduct an individualized analysis that includes:
 - Nature and severity of the offense(s) ○ Applicant's age at the time of the offense(s); ○ How recently the offense(s) occurred;
 - Any information the applicant provided in their favor since the offense(s); ○ If the offense(s) happened again in the future, whether that would impact the safety of other tenants or property; and
 - Whether the offense(s) happened on, or was connected to, property that the applicant had rented or leased

- If the housing provider intends to consider criminal history as provided for under the FCHA after a conditional offer, they cannot accept an application fee before disclosing that fact to the applicant, and offering the applicant an opportunity to provide evidence of inaccuracies in their criminal record, other evidence of rehabilitation, or mitigating factors. This requirement can be fulfilled using the Model Disclosure Statement on DCR's website, found at https://www.njoag.gov/wp-content/uploads/2021/12/Model-DisclosureStatement_12.14.21.pdf.
- If the housing provider withdraws a conditional offer based on criminal record, they must explain in writing their justification for doing so, which can be fulfilled using the Model Notice of Withdrawal on DCR's website, found at https://www.njoag.gov/wp-content/uploads/2021/12/Model-Notice-of-Withdrawal_12.15.21.pdf. An applicant can then request the information the housing provider relied upon, and can submit mitigating information or inaccuracies related to aspects of their criminal record which may be considered under the FCHA, which the housing provider must then consider.
- If the housing provider utilizes any vendor or outside person or entity to conduct a criminal record check on their behalf, they shall take reasonable steps to ensure that the vendor or outside person or entity is conducting the criminal record check consistent with the requirements of the FCHA. The housing provider will be liable under the FCHA for relying on a criminal history inquiry conducted by a vendor or outside person or entity that is conducted in violation of the FCHA if it failed to take reasonable steps to ensure compliance.
- Housing providers are prohibited from discriminating against those with criminal records in any advertising, notices, or publications. They also cannot require applicants to submit to drug or alcohol testing, or to provide information from a treatment facility.

Penalties. If you violate the FCHA, you may be subject to penalties up to \$1,000 for a first violation within five years of the complaint, up to \$5,000 for a second violation within five years of the complaint, and up to \$10,000 for two or more violations within seven years.

Other remedies. DCR may also authorize other remedies depending on the circumstances.

For more information about the LAD, the FCHA, or if you have other questions about discrimination in the sale or rental of real property, including how to report a complaint, please visit www.NJCivilRights.gov or call our Housing Hotline at (866) 405-3050. DCR has a number of fair housing fact sheets that are available at <https://www.nj.gov/oag/dcr/housing.html>. Thank you.

Andrew J. Bruck
Acting Attorney General

Rosemary DiSavino
Deputy Director, Division on Civil Rights

Licensed Broker or Salesperson:

_____	_____	_____
Print name	Signature	Date

Property Owner:

_____	_____	_____
Print name	Signature	Date