

Residential

MLS # _____

County: _____ Town: _____ Block: _____ Suffix: _____ Lot: _____ Suffix: _____
Street #: _____ N,S,E,W: _____ Name: _____ Mode: _____ Price: _____ Zip: _____
Directions: _____ Listing Date: _____ Expiration Date: _____
Owner (Last, First Name): _____ Exceptions: _____
Owner Address (if different): _____ Owner Phone #: _____
Listing Broker ID #: _____ Listing Salesperson ID #: _____ Co-Listing Salesperson ID #: _____
Agency Disclosure Seller's Agent: _____ Transaction Broker: _____
Comp. BA (Buyer's Agent): _____ Comp. TA (Transaction Agent): _____ Comp. Sub (Subagent): _____
Dual Commission Arrangement: _____ Exclusive Agency: _____
Rooms: _____ Bedrooms: _____ Full Baths: _____ Half Baths: _____ Solar Yes/No: _____ Solar Leased/Owned: _____
Style: _____ Substyle: _____ Taxes: _____ Approx. Lot Dimensions: _____
Approx. Lot Sq. Ft.: _____ Approx. Lot Frontage: _____ Sewer: _____ Water Source: _____
Ground Floor: _____ Schools
1st Floor: _____ EL: _____
2nd Floor: _____ JH: _____
3rd Floor: _____ SH: _____
Basement: _____
Items Included: _____ Easements: _____
Items Not Included: _____ Municipal Assessments: _____
Possession: _____ For Lease: _____

Showing Instructions/Agent Remarks: (Will not appear on Customer Report)

Customer Remarks

Exclusive Listing Agreement between Broker and Seller from: Listing Date: _____ Expiration Date: _____

In consideration of listing and endeavoring to procure a purchaser for the property described above at the listed price of _____ with a possession date of _____, Seller (the word "Seller" includes all owners whose signatures appear on the bottom of this Listing Agreement) hereby grant to the Broker the Sole and Exclusive Right to Sell the above described property based on the terms and conditions contained in this Agreement.

Seller further agrees to pay the Broker a compensation of _____. If the compensation is a percentage, it shall be a percentage of the offering price or of any sales price accepted by the Seller. This compensation shall be earned by the Broker and payable to the Broker if the property is sold by the Seller, the Broker, or through any other source, during the term of this Exclusive Right to Sell Listing Agreement.

Seller represents that this property is not and will not be Exclusively Listed with any other Broker during the term of this Listing Agreement. Seller further represents that the property is not and will not be listed for Rent during the term of this Listing Agreement unless mutually agreed upon terms and conditions are negotiated with the Broker.

"As a Seller you have the right to individually reach an agreement on any fee, compensation, or other valuable consideration with any Broker. No fee, compensation, or other consideration has been fixed by any governmental authority or by any trade association or multiple listing service." Nothing in this Agreement is intended to prohibit an individual Broker from independently establishing a policy regarding the amount of fee, compensation, or other valuable consideration to be charged in transactions by the Broker.

I, _____ (name of licensee), as an authorized representative of _____ (name of firm), intend, as of this time, to work with you as a:

_____ Seller's Agent Only, _____ Transaction Broker, _____ Seller's Agent and Disclosed Dual Agent if the opportunity arises.**

**Separate informed consent form must be executed by Broker/Seller/Buyer

In the event that the property, or any part of it, described in this Agreement becomes subject to a written or other agreement by the Buyer and Seller or their designees, or is sold, conveyed, leased or in any way transferred within _____ days after the expiration of this Agreement to anyone to whom the Seller, Broker or the Broker's salesperson, sub-agent (participating Broker/cooperating Broker) or a Buyers' Broker/Buyers' Agent or a Transaction Broker/Transaction Agent had introduced the property during the term of this Exclusive Right to Sell Listing, the compensation as indicated above shall be earned by the Broker and payable to the Broker by the Seller, unless the Seller executes a new Exclusive Right to Sell Listing Agreement during the protection period.

Seller represents that Seller is the Owner of the above described property and Seller has the full authority to enter into this Agreement. If this Agreement is executed by anyone other than the Owner of the property, Owner represents that the individual or individuals is/are acting on behalf of the Owner and that the individual or individuals has/have furnished the Broker with a copy of that written authorization. Seller and Broker further represent that no other terms or conditions exist other than those that are contained in this Agreement.

Seller acknowledges that he/she has read this Agreement, the New Jersey Attorney General's Memorandum, the Key Box Agreement printed on the reverse side, and has received the Consumer Information Statement and a fully executed copy of this Agreement which contains accurate information.

Authorization is hereby granted by Seller to submit this listing to the New Jersey Multiple Listing Service for distribution to all Broker members.

- Unless this box is checked, Seller authorizes listing to appear on all real estate web sites authorized by the Board of Directors.
 Unless this box is checked, the property address will appear on all web sites.

Sales Associate Signature _____ Owner Signature _____
Broker/Manager Signature _____ Owner Signature _____
Print Owner Name _____ Owner Phone # _____ Realtor Phone # _____
Print Owner Name _____ Date _____



PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

State of New Jersey
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION ON CIVIL RIGHTS
P.O. BOX 089
140 EAST FRONT STREET, 6TH FLOOR
TRENTON, NJ 08625-0089

GURBIR S. GREWAL
Attorney General

CRAIG SASHIHARA
Director

TO: Property Owners
FROM: Gurbir S. Grewal, Attorney General, State of New Jersey
Craig Sashihara, Director, NJ Division on Civil Rights
DATE: August 2018
SUBJECT: Housing Discrimination Laws

The New Jersey Real Estate Commission 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 (the "LAD") and federal laws prohibiting discrimination in the sale or rental of real property.

In New Jersey, it is illegal to discriminate against a prospective or current buyer or tenant because of race, creed, color, national origin, sex, gender identity or expression, marital status, civil union status, affectional or sexual orientation, familial status, pregnancy or breastfeeding, actual or perceived physical or mental disability, ancestry, nationality, domestic partner status, source of lawful income used for mortgage or rental payments, or liability for service in the Armed Forces of the United States. It is also illegal to place any advertisement or make any statements or utterances that express, directly or indirectly, any limitations to offer housing or real estate based on any of those characteristics.

State and federal fair housing laws apply 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:

- Discrimination based on "source of lawful income used for mortgage or rental payments," means, for example, that a landlord cannot reject a prospective tenant because he or she intends to rely on a Section 8 rental voucher, FEMA voucher issued to Superstorm Sandy victims, or other types of rent subsidies.
- A "No Pets" rule cannot be enforced to prevent a person with a disability from using a service or guide dog. A landlord may not charge a tenant with a disability an extra fee for keeping a service or guide dog.
- Discrimination based on "familial status" prohibits discrimination against families with a child or children under 18 years old, and includes pregnant women.
- 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 full enjoyment of the premises.

Penalties. If you commit a discriminatory housing practice that violates the LAD, you may be subject to penalties not exceeding \$10,000 for a first violation, not exceeding \$25,000 for a second violation within five years of the first offense, and not exceeding \$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 he/she receives on your property. Brokers and salespersons are licensed by the New Jersey Real Estate Commission and their activities are subject to the 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 based on any of the protected classes.

Exemptions. The sale or rental of property (including open land) whether for business or residential purposes, is covered by the LAD. In most cases, the following sales or rentals are exempt from the LAD¹:

- Renting one apartment in a two-family dwelling if the owner lives in the other apartment.
- Renting a room or rooms in a one-family dwelling if the owner lives in the same dwelling.
- A religious organization can give preference to persons of the same religion when selling or renting real property.
- In certain types of housing designated for older persons, it is not unlawful to discriminate based on familial status.

For more information about the LAD and Fair Housing Amendments Act of 1988, or if you have other questions about discrimination in the sale or rental of real property, including how to report a complaint, please review our website www.NJCivilRights.gov or call our Housing Hotline at (866) 405-3050. Please contact us if you would like the Division on Civil Rights to provide training on the subject of housing discrimination. Thank you.

Gurbir S. Grewal
Attorney General

Craig Sashihara
Director, Division on Civil Rights

1. Discrimination in connection with some of the transactions covered by these exemptions may nevertheless be prohibited under the *Federal Civil Rights Act of 1866, 42 U.S.C. 1981, 1982.*

KEY BOX OPERATION

A key box is a small safe, which is secured to the outside of the house. Within the box is placed a key to the house, which will permit access to the premises. The key box itself is locked and can only be opened with non-duplicative entry cards. These entry cards are distributed to each Broker's office, which is a participant in the New Jersey Multiple Listing Service, Inc. The major advantage of a key box system, to the homeowner, is that it permits Brokers to show the house to prospective purchasers even when the owner is not at home. Since a home may be visited by a Broker and prospective customers when the owner is not present, the owner is encouraged not to leave articles such as money, small jewelry items, etc., in the open. From time to time the MLS has been advised that items have been found to be missing during the term of a listing. The homeowner is urged to take precautions as he or she deems appropriate. Although most of the homes that are listed through the New Jersey Multiple Listing Service, Inc. employ the key box operation because of its great advantage to the homeowner, there is no obligation on any individual owner to do so.