

# Rental (residential)

MLS # \_\_\_\_\_

County: \_\_\_\_\_ Town: \_\_\_\_\_ Block: \_\_\_\_\_ Suffix: \_\_\_\_\_ Lot: \_\_\_\_\_ Suffix: \_\_\_\_\_ Tax Condo #: \_\_\_\_\_  
 Street #: \_\_\_\_\_ N,S,E,W: \_\_\_\_\_ Name: \_\_\_\_\_ Mode: \_\_\_\_\_ Price: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Unit #: \_\_\_\_\_ 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

Landlord's Agent: \_\_\_\_\_ Transaction Broker: \_\_\_\_\_

Comp. BA (Buyer's Agent): \_\_\_\_\_ Comp. TA (Transaction Agent): \_\_\_\_\_ Comp. Sub (Subagent): \_\_\_\_\_

Dual Commission Arrangement: \_\_\_\_\_ Exclusive Agency: \_\_\_\_\_ Sewer: \_\_\_\_\_ Water Source: \_\_\_\_\_

Fee Paid By Landlord: \_\_\_\_\_ Fee Paid By Tenant: \_\_\_\_\_ Tenant Fee: \_\_\_\_\_ Security Deposit: \_\_\_\_\_

Style: \_\_\_\_\_ Substyle: \_\_\_\_\_ Building Complex Name: \_\_\_\_\_

Rooms: \_\_\_\_\_ Bedrooms: \_\_\_\_\_ Full Baths: \_\_\_\_\_ Half Baths: \_\_\_\_\_ Other Charges: \_\_\_\_\_

Ground Floor: \_\_\_\_\_

1st Floor: \_\_\_\_\_

2nd Floor: \_\_\_\_\_

3rd Floor: \_\_\_\_\_

Tenant: \_\_\_\_\_ Phone #: \_\_\_\_\_

Subject To Board Approval: \_\_\_\_\_ For Sale: \_\_\_\_\_ Stairs: \_\_\_\_\_

Lease Term: \_\_\_\_\_ Earliest Availability: \_\_\_\_\_ Board Association Additional Charge: \_\_\_\_\_

Possession: \_\_\_\_\_

## Schools

EL: \_\_\_\_\_

JH: \_\_\_\_\_

SH: \_\_\_\_\_

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

## Customer Remarks

Exclusive Listing Agreement between Broker and Landlord from: Listing Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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

Landlord further agrees to the following compensation arrangement, if rented by the Broker, the Landlord, or through any other source, during the term of this Exclusive Right to Rent Listing Agreement (choose one):

Compensation of \_\_\_\_\_ to be paid by Tenant\* \_\_\_\_\_  
 Compensation of \_\_\_\_\_ to be paid by Landlord \_\_\_\_\_.

\*If the compensation is to be paid by the Tenant, the Landlord agrees not to grant possession of the premises to any Tenant during the period of this Exclusive Right to Rent Listing Agreement until the Listing Broker certifies, in writing to the Landlord, that the Tenant has paid the compensation to the Listing Broker. In the event the Landlord grants possession of the premises to a Tenant, or the Tenant takes possession during the period of this Exclusive Listing Agreement without written certification from the Listing Broker that the Tenant has paid the compensation to the Listing Broker, the Landlord assumes full liability for payment of the compensation and Landlord agrees to immediately pay the Listing Broker the compensation as set forth in this Agreement.

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

"As a Landlord 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:

\_\_\_\_\_ Landlord's Agent Only, \_\_\_\_\_ Transaction Broker, \_\_\_\_\_ Landlord's Agent and Disclosed Dual Agent if the opportunity arises.\*\*

\*\*Separate informed consent form must be executed by Broker/Landlord/Tenant

In the event that the property described in this Agreement becomes subject to a written or other legally binding agreement by the Tenant and Landlord 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 Landlord, Broker or the Broker's salesperson, sub-agent (participating Broker/cooperating Broker) had introduced the property during the term of this Exclusive Right to Rent Listing, the compensation as indicated above shall be earned by the Broker and payable to the Broker, unless the Landlord executes a new Exclusive Right to Rent Listing Agreement during the protection period.

Landlord represents that Landlord is the Owner of the above described property and 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. Landlord and Broker further represent that no other terms or conditions exist other than those that are contained in this Agreement.

Landlord 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 Landlord to submit this listing to the New Jersey Multiple Listing Service for distribution to all Broker members.

Unless this box is checked, Landlord 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, 6<sup>TH</sup> 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 LAD<sup>1</sup>:

- 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](http://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.

**ADDENDUM TO NJMLS  
REAL ESTATE LISTING/COMMISSION AGREEMENT  
COMMISSION SPLITS**

**MLS Number:** \_\_\_\_\_

**Property Address:** \_\_\_\_\_

**Town:** \_\_\_\_\_

LISTING BROKERS USUALLY COOPERATE WITH OTHER BROKERAGE FIRMS BY SHARING INFORMATION ABOUT THEIR LISTINGS AND OFFERING TO PAY PART OF THEIR COMMISSION TO THE FIRM THAT PRODUCES A BUYER. THIS IS GENERALLY REFERRED TO AS THE "COMMISSION SPLIT."

SOME LISTING BROKERS OFFER TO PAY COMMISSION SPLITS OF A PORTION OF THE GROSS COMMISSION, USUALLY EXPRESSED AS A PERCENTAGE OF THE SELLING PRICE, LESS A SIGNIFICANT DOLLAR AMOUNT. OTHER LISTING BROKERS OFFER A PORTION OF THE GROSS COMMISSION LESS ONLY A MINIMAL LISTING FEE OR LESS ZERO.

THE AMOUNT OF COMMISSION SPLIT YOUR BROKER OFFERS CAN AFFECT THE EXTENT TO WHICH YOUR PROPERTY IS EXPOSED TO PROSPECTIVE BUYERS WORKING WITH LICENSEES FROM OTHER BROKERAGE FIRMS.

ON THIS LISTING, THE BROKER IS OFFERING A COMMISSION SPLIT OF \_\_\_\_\_ TO POTENTIAL COOPERATING BROKERS.

IF YOU FEEL THAT THIS MAY RESULT IN YOUR PROPERTY RECEIVING LESS THAN MAXIMUM EXPOSURE TO BUYERS, YOU SHOULD DISCUSS THOSE CONCERNS WITH THE LISTING SALESPERSON OR HIS/HER SUPERVISING BROKER.

BY SIGNING THIS LISTING AGREEMENT, THE OWNER(S) ACKNOWLEDGE HAVING READ THIS STATEMENT ON COMMISSION SPLITS.

Sales Associate Signature \_\_\_\_\_ Owner Signature \_\_\_\_\_

Broker/Manager Signature \_\_\_\_\_ Owner Signature \_\_\_\_\_

Print Owner Name \_\_\_\_\_ Owner Phone \_\_\_\_\_ Realtor Phone \_\_\_\_\_

Print Owner Name \_\_\_\_\_ Date \_\_\_\_\_

Information herein deemed reliable but not guaranteed.

New Jersey Multiple Listing Services, Inc.  
160 Terrace St., PO Box U, Haworth, NJ 07641