

This Exclusive Right to Rent or Lease Agreement is for the property located at \_\_\_\_\_

City \_\_\_\_\_, NJ Zip \_\_\_\_\_ Block # \_\_\_\_\_ Lot # \_\_\_\_\_

LISTING DATE \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_

TO: BROKER \_\_\_\_\_

In consideration of listing and endeavoring to rent or lease the property described above at the rent of \$ \_\_\_\_\_, Month , Year  with a possession date of \_\_\_\_\_, the undersigned LANDLORD of said property, gives you the EXCLUSIVE RIGHT TO RENT OR LEASE this property and agrees to the following compensation arrangement, if rented or leased by you, the undersigned, or anyone, during the continuance of this authorization, upon the terms stated above or any terms which the undersigned LANDLORD may accept.

(check 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 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 the Landlord agrees to immediately pay the Listing Broker the compensation as set forth in the agreement.

“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. In the event the property described becomes subject to a written or other agreement between the Landlord and a prospective Tenant or their designees, or is sold, conveyed, leased, or in any way transferred by the Landlord or through any source within \_\_\_\_\_ days after the expiration of this Agreement to anyone to whom the Broker or the Broker’s representative has shown the property, the said compensation provided herein shall be paid to you, the Broker, except in the event that we execute another Exclusive Right to Rent or Lease Agreement.

We, LANDLORD(s), represent that we are the Landlord of the above described property and have full authority to enter into this agreement, or, if we are not the Landlord of the above described property, that we have full authority in writing from the owners to enter in this agreement, and no terms or conditions exist other than those contained herein. Landlord acknowledges that the Landlord has read this Agreement, and the New Jersey Attorney General’s Memorandum printed on the reverse side, and the Landlord has received a fully executed copy of this Agreement which contains accurate information. Authorization is hereby granted by the Landlord to submit this listing to the Realty Multiple Listing System, Inc (RMLS) for distribution to all its Broker members. Unless box is checked, Landlord authorizes Listing to appear on all web sites authorized by the RMLS. ☐ Seller acknowledges and understands in the event that the property is not available for showing for 5 days or more the Broker is required by the MLS to change the status of this listing to "TOM". In the event this occurs this listing will not be distributed by the MLS to any public internet sites.

I, \_\_\_\_\_, as an authorized representative of \_\_\_\_\_,   
 Name of licensee Name of firm  
 intend as of this time, to work with you as a (check one) ☐ Landlord’s Agent and Disclosed Dual Agent if the Opportunity Arises  
 ☐ Landlord’s Agent Only ☐ Transaction Broker Only

Owner #1 Signature \_\_\_\_\_ Date Signed \_\_\_\_\_ Owner #2 Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

Owner #1 Name (print) \_\_\_\_\_ Owner #2 Name (print) \_\_\_\_\_

Owner’s Street Address \_\_\_\_\_

Owner’s City, State, Zip Code \_\_\_\_\_ Signature Broker’s Representative \_\_\_\_\_ Date Signed \_\_\_\_\_

Owner’s Telephone Number \_\_\_\_\_ Broker’s Representative (print) \_\_\_\_\_

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 TENANT. 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 TENANT WORKING WITH LICENSEES FROM OTHER BROKERAGE FIRMS.

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

IF YOU FEEL THAT THIS MAY RESULT IN YOUR PROPERTY RECEIVING LESS THAN MAXIMUM EXPOSURE TO TENANT, 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.



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

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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.

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<sup>1</sup> 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.

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.



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Gurbir S. Grewal  
Attorney General



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Craig Sashihara  
Director, Division on Civil Rights

