

EXCLUSIVE RIGHT TO SELL AGREEMENT

This Exclusive Right to Sell 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 procure a purchaser for the property described above, at the list price of \$ _____, with a possession date of _____, Seller (the word “Seller” includes all sellers whose signatures appear on the bottom of this Listing Agreement) hereby grants to the Broker, the Sole and Exclusive Right to Sell the above described property, based on the terms and conditions contained in this Agreement. Attached to this form is a Property Description Form which is incorporated by reference to this form.

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. The 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 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 this 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. 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.

“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. In the event the property, or any part of it, described in this Agreement is the subject of a written or other agreement by the Buyer and Seller or their designees or is sold conveyed, leased, or in any way transferred within _____ 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 Transaction Broker/Transaction Agent had introduced the property during the terms of this Exclusive 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 to take effect upon or anytime after the expiration of this Agreement. 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 the Seller has read this Agreement, and the New Jersey Attorney General's Memorandum printed on the reverse side, and the Seller has received a fully executed copy of this Agreement which contains accurate information. Authorization is hereby granted by the Seller to submit this listing to the Realty Multiple Listing System, Inc. (RMLS) for distribution to all its Broker members. Unless box is checked, Seller authorizes Listing to appear on all web sites authorized by the RMLS. ☐

Relationships, I, _____, as an
Name of licensee
authorized representative of, _____
Name of firm

intend as of this time, to work with you as a (check one) ☐ Seller's Agent and Disclosed Dual Agent if the Opportunity Arises
☐ Seller'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 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 _____ MINUS _____ 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.



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.

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.

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

