

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 Keller Williams Realty City Life

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.

"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." ALL COMMISSIONS ARE FULLY NEGOTIABLE IN THE STATE OF NEW JERSEY. 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.

By signing this Listing Agreement, Seller acknowledge they received the Consumer Information Statement on New Jersey Real Estate

Relationships, I, Walter Burns, as an authorized representative of, Keller Williams Realty City Life

intend as of this time, to work with you as a (check one) Seller's Agent and Disclosed Dual Agent or Designated 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) Walter Burns 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) Walter Burns

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.

UPON MUTUALLY AGREED TERMS BETWEEN BROKERS THERE MAY BE AN OFFERING OF COMMISSION TO POTENTIAL COOPERATING BROKERS, WHICH WILL NOT AFFECT THE AGREED UPON COMMISSION PAID BY THE SELLER TO THE LISTING BROKER. 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.



State of New Jersey

OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION ON CIVIL RIGHTS
31 CLINTON STREET, 3RD FLOOR
NEWARK, NJ 07102

GURBIR S. GREWAL
Attorney General

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

RACHEL WAINER APTER
Director

TO: Property Owners

FROM: Gurbir S. Grewal, Attorney General, State of New Jersey
Rachel Wainer Apter, Director, NJ Division on Civil Rights

DATE: October 7, 2020

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).

Under the LAD, it is illegal to discriminate against a prospective or current buyer or tenant because of actual or perceived race, national origin, religion, gender, gender identity or expression, marital status, civil union status, domestic partner status, affectional or sexual orientation, familial status, pregnancy or breastfeeding, physical or mental disability, or liability for service in the Armed Forces of the United States. 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. Source of lawful income includes Section 8 housing choice vouchers, SRAP (State Rental Assistance Programs), and TRA (temporary rental assistance). It is also 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 a Section 8 housing choice voucher, State Rental Assistance Program (SRAP), temporary rental assistance (TRA), or any other subsidy or voucher provided by federal, state, or local rental-assistance programs. 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.



www.njcivilrights.gov

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CIVIL RIGHTS

- 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 women. 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 fair housing laws because they have a disproportionate 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 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.

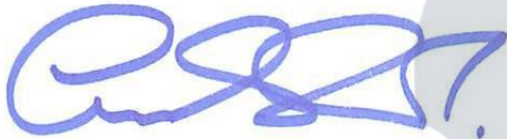
Brokers. The broker or salesperson with whom you list your property must transmit to you every written offer they receive on your property. Brokers and salespersons are licensed by the New Jersey Real Estate Commission and their activities are subject to the LAD as well as general real estate laws of 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.

Exemptions. The sale or rental of property (including open land), whether for business or residential purposes, is covered by the LAD, subject to the following exemptions. Note that when an LAD exemption applies, other civil rights laws may nonetheless prohibit discrimination.

- The LAD does not apply to the rental of one unit in a two-family dwelling if the owner occupies the other unit, or to the rental of a room or rooms in a one-family owner-occupied 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, 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.



Gurbir S. Grewal
Attorney General



Rachel Wainer Apter
Director, Division on Civil Rights