



MONMOUTH/OCEAN MULTIPLE LISTING SERVICE
EXCLUSIVE RIGHT TO SELL AGREEMENT OR EXCLUSIVE RIGHT TO RENT/LEASE AGREEMENT



PROPERTY ADDRESS _____ TWP OR BORO _____
MAILING ADDRESS (IF DIFFERENT). _____ COMPLEX/SUB-DIVISION _____
OWNER(S) _____ HOME. PHONE _____
OWNER'S ADDRESS _____ ALT PHONE _____
LISTING AGENCY _____ LISTING AGENT _____ PHONE _____

In consideration of the services to be performed by the listing REALTOR® (the "Listing Realtor®), the Owners (meaning one or more owners) hereby grant the Listing REALTOR® the sole and exclusive irrevocable right to sell the real estate and/or business located at _____
(Property Address)
at a price of \$ _____, or to lease the property at a monthly rental rate of \$ _____.

The Owners agree to assist and fully cooperate in the sale or lease of the property, including granting the listing REALTOR® the exclusive right to place his or her sign on the property, advertise the property (including, without limitation, placing the property on internet sites [the "Internet"], including proprietary sites owned by third parties). The Owners represent that this property is not listed in any manner with any other broker.

- 1. The right to sell, lease/rent, shall begin on the _____ day of _____ 20__ and shall expire on the _____ day of _____ 20__ (the "Expiration Date"). Such period is called the "Term" of this agreement.
2. The Listing REALTOR® agrees to exert his/her best efforts to obtain a buyer or lessee for the property and agrees to register the same with all Participants of the Multiple Listing Service, in accordance with its Rules and Regulations.
3. All persons signing this agreement as Owners represent that they are either owners or authorized by the Owners to sign this agreement, and that they have the legal right to sell, lease, or exchange the property and that they can and will convey good and marketable title to the property. Owners acknowledge receipt of the Summary of the NJ Law Against Discrimination, as printed on the reverse side of this agreement.
4. If before the Expiration Date a contract for the sale or exchange of the property is executed, regardless of who brought about such sale or exchange (including the Owners), the Owners shall pay a commission of _____ of the sale price to the Listing Realtor®. The commission shall be due and payable upon closing of title. In the event of an exchange, the listing price shall be considered the sale price.
5. If before the Expiration Date, the property is leased, regardless of who brought about such lease (including the Owners), the Owners shall pay a commission of (choose one): _____% of the total rent payable during the term of the lease; or _____ month(s) rent. The commission shall be payable (check one) [] upon execution of the lease; [] in equal monthly installments over the term of the lease. If the tenancy continues beyond the initial term, the Owners shall pay a commission on all renewals or extensions, pursuant to the provisions of the preceding sentences. If during the term of the lease or any extension or renewal thereof, the tenant purchases the property a commission of _____% of the sale price shall be paid by the Owner to the Listing Realtor® upon closing of title.
6. If a lease or a contract for the sale or exchange of the property is executed within a period of _____ days after the Expiration Date or any extension thereof (the "protection period") to a prospective buyer or lessee that was introduced to the property during the Term of this agreement, the Owners shall pay to the Listing Realtor® a commission as above described, irrespective of when the closing date or commencement date of the lease occurs. However, the Owners shall not be obligated to pay such commission if (a) a bona-fide listing agreement is entered into during the protection period with another licensed real estate broker, and a sale, lease or exchange of the property is made during the protection period; and (b) as of the Expiration Date there is no executed lease or contract of sale then pending.
7. The Owners agree to indemnify and hold harmless the REALTORS® from any claim arising out of personal injuries to a tenant or other persons injured in or on the property.
8. The Owners (check one) [] agree to permit [] do not agree to permit a lock box to be placed upon the property by the Listing REALTOR®
The Owners (check one) [] agree to permit [] do not agree to permit the street address of the property to be placed on the Internet.
9. In the event the property is sold in cooperation with another member of the Multiple Listing Service and a commission is paid, the Listing REALTOR® will retain _____ of the purchase price as his/her part of the commission. Listing REALTOR® offers the following commissions to: Seller's Agents (subagents): _____; Buyer's Agent: _____ Transaction Broker: _____.
10. In the event the property is leased in cooperation with another member of the Multiple Listing Service, the Listing REALTOR® will retain _____ of the rental amount as his/her part of the commission. Listing REALTOR® offers the following lease commission to: Landlord's Agents (subagents): _____; Tenant's Agent: _____; Transaction Broker: _____.
11. Owners and Listing REALTOR® understand that if a buyer has been obtained by a Buyer's Agent who has a written Buyer's Agent contract with that Buyer, in such a case the Buyer's Agent is representing the Buyer and has no fiduciary responsibility to the Owners or the Listing REALTOR®, regardless of whether the Buyer's Agent participates in the brokerage fee.
12. The Owners agree and acknowledge that the dollar amount of the commission shall be a lien (a legal claim) on the purchase money proceeds derived from sale of the property. The Owners, by executing this agreement, authorize and direct the party disbursing the closing proceeds to pay to the broker/brokers, the full commission as set forth above out of the proceeds of the sale, prior to the payment of any funds to the Owners or other lienholders.
13. In the event the property is taken by condemnation through an eminent domain proceeding while the property is under contract of sale, the Listing Realtor® shall be entitled to a commission at the rate set forth herein on the price paid by the condemning authority.
14. I, _____, as an authorized representative of _____,
(Name of Licensee) (Name of Brokerage Firm)
intend as of this time, to work with you, the Seller, as a:
[] Seller's (landlord's) agent only [] Seller's (landlord's) agent and disclosed dual agent if the opportunity arises [] Transaction broker

REMARKS: _____

Witness DATE: _____

Salesperson Owner, Partner or Corporate Legal Signature

Accepted by: Listing Broker or Authorized Signature Owner, Partner or Corporate Legal Signature

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 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.

AS SELLER, YOU HAVE THE RIGHT TO INDIVIDUALLY REACH AN AGREEMENT ON ANY FEE, COMMISSION, OR OTHER VALUABLE CONSIDERATION WITH ANY BROKER. NO FEE, COMMISSION OR OTHER CONSIDERATION HAS BEEN FIXED BY ANY GOVERNMENTAL AUTHORITY OR BY ANY TRADE ASSOCIATION OR MULTIPLE LISTING SERVICE. NOTHING HEREIN IS INTENDED TO PROHIBIT AN INDIVIDUAL BROKER FROM INDEPENDENTLY ESTABLISHING A POLICY REGARDING THE AMOUNT OF FEE, COMMISSION, OR OTHER VALUABLE CONSIDERATION TO BE CHARGED BY THE BROKER IN THIS TRANSACTION.



CHRIS CHRISTIE
Governor

State of New Jersey
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION ON CIVIL RIGHTS
P.O. BOX 089
Trenton, NJ 08625-0089

PAULA T. DOW
Attorney General

KIM GUADAGNO
Lt. Governor

CHINH Q. LE, ESQ.
Director

DATE: July 2010

TO: Real Estate Agents, Brokers, and Owners of Real Property in New Jersey

FROM: Paula T. Dow, Attorney General, State of New Jersey
Chinh Q. Le, Director, Division on Civil Rights, Office of the Attorney General

SUBJECT: New Jersey Law Against Discrimination and Federal Fair Housing Laws

The rules of the New Jersey Real Estate Commission require every licensed broker or salesperson with whom you are listing your property for sale or for rent to give you a copy of this legal memorandum. The purpose of this memorandum is to help you comply with the New Jersey Law Against Discrimination ("LAD") and federal laws that prohibit discrimination in the sale or rental of real property.

Together, the LAD and the federal Fair Housing Amendments Act of 1988 prohibit you from discriminating against a prospective buyer or tenant because of his/her race, creed, color, national origin, sex, gender identity or expression, marital status, civil union status, affectional or sexual orientation, familial status, actual or perceived physical or mental disability, ancestry, nationality, and domestic partner status. (Note: "Familial status" refers to families with a child or children under 18 years old and/or pregnant women. "Disability" includes persons afflicted with AIDS or HIV or perceived to be afflicted with AIDS.) The LAD also prohibits housing discrimination based on the source of lawful income or source of lawful rent or mortgage payment a tenant or purchaser uses. This means, for example, that a landlord cannot deny the lawful recipient of a Section 8 HUD voucher the right to rent an apartment because of that source of lawful rent payment on which that person relies.

The following are some of the requirements that apply to the sale or rental of real property:

1. All persons, regardless of their membership in one of the protected classes stated above or source of lawful income used for rent or mortgage payments, are entitled to equal treatment in the terms, conditions or privileges of the sale or rental of any real property (e.g., it is illegal to deny that housing is available for inspection, sale, or rent when it really is available);
2. No discriminatory advertising of any kind relating to the proposed sale or rental of real property is permitted;
3. A broker or salesperson with whom you list your property must refuse the listing if you indicate any intention of discriminating on any of the aforesaid bases;
4. The broker or salesperson with whom you list your property must transmit to you every written offer he/she receives on your property;
5. Any provision in any lease or rental agreement prohibiting maintenance of a pet or pets on the premises is not applicable to a service or guide dog owned by a tenant who is disabled, blind, deaf or has another qualified disability;
6. A landlord may not charge a tenant with a disability an extra fee for keeping a service or guide dog; and
7. As landlord, you must permit a tenant with a disability, at that tenant's own expense, to make reasonable modifications to the existing premises if such modifications are necessary to afford such person full enjoyment of the premises.

The sale or rental of all property including open land, whether for business or residential purposes, is covered by the LAD, with the following exceptions:

1. The rental of a single apartment or flat in a two-family dwelling, the other occupancy unit of which is occupied by the owner as his/her residence at the time of such rentals;
2. The rental of a room or rooms to a person or persons by the owner or occupant of a one-family dwelling occupied by him/her as his/her residence at the time of rental;
3. In the sale, lease, or rental of real property, preference given to persons of the same religion by a religious organization; and
4. The prohibition against discrimination on the basis of familial status does not apply to housing for older persons (as defined in the LAD at N.J.S.A. 10:5-5mm).

Note: The first two exceptions do not apply if the dwelling was built or substantially rebuilt with the use of public funds, or financed in whole or in part by a loan, or a commitment for a loan, guaranteed or insured by any agency of the federal government. The term "any agency of the federal government" includes, but is not limited to, the Federal Housing Administration ("FHA") and the Veterans Administration ("VA"), which are most commonly used in such matters. Furthermore, discrimination in connection with some of the transactions covered by the above-described exceptions may nevertheless be prohibited under the Federal Civil Rights Act of 1866 (42 U.S.C. 1981, 1982).

Please also note that the Division takes the position that the following may also violate the LAD and/or federal civil rights housing laws:

1. The application of "minimum income" rental requirements that are not sufficiently tailored to take proper and proportional account of rent subsidies, housing vouchers, rental assistance, or other similar sources of lawful income specifically designed to alleviate some or all of a tenant's rental cost;
2. The application of inflexible or no-exception policies that effectively exclude housing opportunities for persons with conviction or arrest records, except those specifically permitted under federal law;
3. The application of inflexible or no-exception rental policies placing restrictions on the maximum number of occupants greater than those required by federal, state, and/or local laws, which may unreasonably limit or exclude housing opportunities for certain families with children; and
4. The selective inquiry about, or request for information and/or documentation of, a prospective tenant's or buyer's immigration status, based on the person's national origin, race, or any other protected status.

Brokers and salespersons are licensed by the New Jersey Real Estate Commission. Their activities are subject to the general real estate laws of the State and the Commission's own rules and regulations. The New Jersey Law Against Discrimination applies to all people in the State and is enforced by the New Jersey Division on Civil Rights, Office of the Attorney General, the Department of Law and Public Safety. Under the LAD, Respondents who violate the law are subject to a penalty of up to \$10,000 for a first violation, up to \$25,000 for a second violation within the last 5 years, and up to \$50,000 for two or more violations within the last seven years.

Should you require additional information or have any questions, including how to report a complaint, please review the Division's website at www.NJCivilRights.gov or contact the Division's Housing Hotline at (866) 405-3050. Please contact the Division if you would like to secure the services of a Division trainer on the subject of housing discrimination.

Sincerely yours,



Paula T. Dow
Attorney General

Chinh Q. Le
Director