

# COMMERCIAL/OFFICE/STORE

# MLS# L L L L L L L I

CTY#: \_\_\_\_\_ AREA#: \_\_\_\_\_ BLOCK: \_\_\_\_\_ SFX: \_\_\_\_\_ LOT: \_\_\_\_\_ SFX: \_\_\_\_\_ CAT: I 5 I STATUS: I A I  
 STREET#: \_\_\_\_\_ N,S,E,W: \_\_\_\_\_ NAME: \_\_\_\_\_ MODE: \_\_\_\_\_ PRICE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 DIRECT: \_\_\_\_\_ LD: / / \_\_\_\_\_ ED: / / \_\_\_\_\_  
 OWNER(LAST, FIRST NAME): \_\_\_\_\_ EXCEPTIONS: [ ]  
 ADDRESS: \_\_\_\_\_ OWNER PH: (\_\_\_\_) \_\_\_\_\_  
 DUAL COMMISSION ARRANGEMENT: YES [ ] NO [ ] EXCLUSIVE AGENCY: YES [ ] NO [ ]  
 LB#: \_\_\_\_\_ LSP#: \_\_\_\_\_ CO-LSP#: \_\_\_\_\_ COMP. BA: \_\_\_\_\_ COMP. TA: \_\_\_\_\_ COMP. SUB: \_\_\_\_\_  
 SALE/LEASE: [ ] LEASE AMNT\$: [ ] LSE TYPE: (check one) Net: [ ] Gross: [ ] Mixed: [ ]  
 SQFT FOR LSE: [ ] SQFT FOR SALE: [ ] Min Sq Ft FOR LSE: [ ]  
 BUILDING/COMPLEX NAME: [ ] STYLE: [ ] SUB STYLE: [ ]  
 OFFICE RENT: [ ] OFFICE SQ FT: [ ]  
 MORTGAGE INFO: [ ] TOTAL SIZE: [ ] FT: [ ] ACRES: [ ] ZONED: [ ]  
 COVERAGE: [ ] % LAND ASSESSMENT: [ ] LEASE TERM: [ ]  
 TENANCY TYPE: (check one) Primary [ ] Sub-Lease [ ] Assigned [ ] BLDG ASSESSMENT: [ ]  
 LOT SIZE (ACRES): [ ] TAXES: [ ] \$PER SQ FT: [ ]  
 FLOOR/UNIT DESC: [ ] AVAIL: [ ] ROAD FRONT: [ ]  
 BLDG FRONT: [ ] RESTRICTIONS: [ ]  
 ESMT/ASSMTS: [ ] YEAR BUILT: [ ]  
 CONSTR.: [ ] #FLOORS: [ ] LOAD: [ ]  
 FLOOR CONST: [ ] TAILGATE DOCKS: [ ] DRIVE-INS: [ ] LEV: [ ]  
 ROOF: [ ] COLUMN SPACING: [ ] SPRINKLERS: [ ]  
 #ELEVATORS: [ ] CAPACITY: [ ] WINDOWS: [ ] #LAVATORIES: [ ] ALARM: [ ]  
 EXPANDABLE: YES [ ] NO [ ] CONTIGUOUS LAND: YES [ ] NO [ ] CEILING HEIGHT: [ ] FLOOR DRAINS: [ ]  
 CRANES: [ ] RAIL ACCESS: YES [ ] NO [ ] PARKING SPACES: [ ] ADDL PARKING: [ ]  
 REFRIG: [ ] COOKING: YES [ ] NO [ ] FREE STANDING: [ ]  
 OWNER NAME 2: [ ] BUS PH: [ ]  
 OWNER ADDRESS 2: [ ] BUS PH: [ ]  
 LOCATION: [ ] COMM PAID BY: TENANT [ ] LANDLORD [ ]  
 TRANSPORTATION: [ ]  
 DEPT ENVMT PRTCT STA: LNA [ ] NFA [ ] UNDETERMINED [ ] SEE REMARKS [ ]  
 PRIOR USE: [ ]  
 PRESENT TENANT: [ ] PH: [ ]  
 SHOWING INSTRUCTONS/AGENT REMARKS: (WILL NOT APPEAR ON CUSTOMER REPORT)

## REMARKS:

Listing Date \_\_\_\_\_ Expiration Date \_\_\_\_\_

To: Broker \_\_\_\_\_ (referred to as "Broker" in this agreement)

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

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. This 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.  
 Rental: [ ] 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 Landlord agrees to immediately pay the Listing Broker the compensation as set forth in the agreement.

Seller/Landlord represents that this property is not and will not be Exclusively Listed with any other broker during the term of this Listing Agreement. Seller/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 Seller/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 that the property, or any part of it, described in this agreement becomes subject to a written or other agreement by the buyer/tenant and seller/landlord 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 had introduced the property during the term 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 or Exclusive Right to Rent Listing Agreement to take effect on expiration of this agreement. Seller/Landlord represents that Seller/Landlord is the owner of the above described property and Seller/Landlord 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/Landlord and Broker further represents that no other terms or conditions exist other than those that are contained in this Agreement.

**Seller/Landlord Acknowledges that he/she has read this Agreement, the New Jersey Attorney General's Memorandum, the Lock Box Agreement printed on the reverse side, and a fully executed copy of this Agreement which contains accurate information.**

Authorization is hereby granted by Seller/Landlord to submit this listing to the New Jersey Multiple Listing Service for distribution to all Broker members. Unless box is checked, Seller/Landlord authorizes Listing to appear on all real estate web sites authorized by the Board of Directors.  See njrealestate.com for information.

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

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

Print Owner Name \_\_\_\_\_ Owner Phone # \_\_\_\_\_ Realtor Ph# \_\_\_\_\_

Print Owner Name \_\_\_\_\_ Date \_\_\_\_\_ New Jersey Multiple Listing Services, Inc.

Information herein deemed reliable but not guaranteed. 160 Terrace St., PO Box U, Haworth, NJ 07641  
 White Copy - Realtor Yellow Copy - Owner Mail or Fax a Copy to the NJMLS Within 24 Hours of List Date  
 Revised 02/2007 FAX NUMBER: 201-387-2535



JON S. CORZINE  
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 08625-089

STUART RABNER  
*Attorney General*

J. FRANK VESPA-PAPALEO, ESQ.  
*Director*

**DATE:** February 2007  
**TO:** Real Estate Agents, Brokers, and Owners of Real Property in New Jersey  
**FROM:** Stuart Rabner, *Attorney General*, State of New Jersey  
J. Frank Vespa-Papaleo, *Director*, New Jersey Division on Civil Rights  
**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 is permitted;
3. The 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 another 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 such 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) or 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).

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 NJ Law Against Discrimination, Respondents who violated 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 Web site at [www.NJCivilRights.org](http://www.NJCivilRights.org) or contact the Division on Civil Rights **Housing Hotline** toll free at (866) 405-3050. Please contact the Division if you desire securing the services of a Division trainer on the subject of housing discrimination.

February 15, 2007

Sincerely yours,

STUART RABNER  
*Attorney General*

J. FRANK VESPA-PAPALEO  
*Director*

**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**

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.

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

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

Print Owner Name \_\_\_\_\_ Owner Phone # \_\_\_\_\_ Realtor Ph# \_\_\_\_\_

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

Information herein deemed reliable but not guaranteed.

White Copy - Realtor Yellow Copy - Owner

Mail or Fax a Copy to the NJMLS Within 24 Hours of List Date

Revised 07/2001

New Jersey Multiple Listing Services, Inc.

160 Terrace St., PO Box U, Haworth, NJ 07641

FAX NUMBER: 201-387-2535