

**MONMOUTH OCEAN REGIONAL 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 _____, _____ and shall expire on the _____ day of _____ (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 _____, intend as of this time, to work
(Name of Licensee) (Name of Brokerage Firm)
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 _____

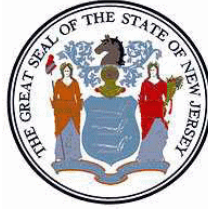
Salesperson Owner, Partner or Corporate Legal Signature

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

KIM GUADAGNO
Lt. Governor



JOHN J. HOFFMAN
Acting Attorney General

CRAIG SASHIHARA
Director

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

TO: Property Owners
FROM: John J. Hoffman, Acting Attorney General, State of New Jersey
Craig Sashihara, Director, NJ Division on Civil Rights
Date: August 2013
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, actual or perceived physical or mental disability, ancestry, nationality, domestic partner status, or source of lawful income used for mortgage or rental payments. It is also illegal to place any advertisement or make any statements or utterances that express, directly or indirectly, any limitations to offer housing 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 subsidy.
- A "No Pets" rule cannot be enforced to prevent a person with a disability from using a service animal such as a guide dog. A landlord may not charge a tenant with a disability an extra fee for keeping a service animal.
- 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.

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.

John Jay Hoffman
Acting Attorney General

Craig Sashihara
Director, Division on Civil Rights

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.