



REAL ESTATE LISTING/COMMISSION AGREEMENT
NEWMLS, L.L.C. d/b/a GARDEN STATE MULTIPLE LISTING SERVICE, L.L.C.

1. THE FOLLOWING TERMS ARE DEFINED AND, WHEN MENTIONED IN THIS AGREEMENT, SHALL MEAN:

"Service" or "GSMLS": GARDEN STATE MULTIPLE LISTING SERVICE, L.L.C.

"Owner(s)", "Seller/Landlord" or "you" _____ "Listing Broker" _____

Owner's Address _____ Broker's Address: _____

Owner's Tele # _____ Email _____ LB Tele# _____ Fax # _____

"Property" _____ "Listing Price" SALE \$ _____
 RENTAL \$ _____

2. TERM OF AGREEMENT: From "Commencement Date" _____ to "Expiration Date" _____

3. DISCLOSURE OF BUSINESS RELATIONSHIP:
 I, _____ as an authorized
 (Name of Licensee)
 representative of _____
 (Name of Listing Broker)
 intend, as of this time, to work with you as a: *(Check only one line)*
 Seller's / Landlord's Agent only (SA)
 Seller's / Landlord's Agent and Disclosed Dual Agent if the opportunity arises (DD)
 Transaction Broker (TB)

4. OFFER OF COOPERATION / COMPENSATION:
 SALE: The Seller authorizes and the Listing Broker offers Cooperation / Compensation as follows: *(Check and Complete Appropriate Line(s))*
 TO: SUBAGENTS: YES: Cooperation @ _____ NO: Compensation Cooperation
 TO: BUYER BROKERS: YES: Cooperation @ _____ NO: Compensation Cooperation
 TO: TRANSACTION BROKERS: YES: Cooperation @ _____ NO: Compensation Cooperation
 RENTAL: The Landlord authorizes and the Listing Broker offers Cooperation / Compensation as follows: *(Check and Complete Appropriate Line(s))*
 TO: SUBAGENTS: YES: Cooperation @ _____ NO: Compensation Cooperation
 TO: TENANT BROKERS: YES: Cooperation @ _____ NO: Compensation Cooperation
 TO: TRANSACTION BROKERS: YES: Cooperation @ _____ NO: Compensation Cooperation

5. The "Commission" shall be as follows:
 The "Sale Commission:" _____ The "Rental Commission:" _____
 If this Listing/Commission Agreement is for the sale of the Property only, Owner agrees not to list the Property for rental with any other Broker during the term of this Listing/Commission Agreement. If this Listing/Commission Agreement is for the rental of the Property only, Owner agrees not to list the property for sale with any other Broker during the term of this Listing/Commission Agreement.

6. Keybox. Owner does does not authorize the Listing Broker to place a GSMLS Keybox on the Property to aid in the showing of the Property.

7. 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.

8. PAYMENT OF THE COMMISSION FOR SALE/LEASE, AGENCY ARRANGEMENTS. The Owner agrees to pay the Listing Broker (or as the Listing Broker may direct) the Commission if the Property is sold, leased, exchanged or otherwise transferred by/through the Listing Broker, or through any other source (including the direct sale/lease by the Owner) before the Expiration Date.
 The Commission shall be earned when a ready, willing and able Buyer/Tenant is produced and shall be paid at the time of the transfer of the Property or signing of the lease. By signing this Agreement the Owner instructs the title agent/attorney to pay the Commission at such time. In the event the Property is sold to the Tenant during the term of its Tenancy, the Sale Commission shall be paid by the Owner to the Listing Broker if sold to the Tenant by _____.

(CONTRACTUAL PROVISIONS ARE CONTINUED ON THE REVERSE SIDE OF THIS PAGE, PLEASE REVIEW)

Listing Agent _____ (L.S.) (Print Name)	Owner: _____ (L.S.) Date: _____
LA ID # _____ (L.S.)	Owner: _____ (L.S.) Date: _____
Accepted By: Authorized Representative (Print Name)	Owner: _____ (L.S.) Date: _____
Broker ID # _____	Owner: _____ (L.S.) Date: _____

The Listing Broker agrees that the Commission may be shared with any Broker who assists Listing Broker in causing a sale, lease, exchange or transfer of the Property as indicated in the offer of Cooperation/Compensation Box.

In the event the Commission due the Listing Broker from the Owner is not paid per the terms of this Agreement, the Owner agrees to pay all expenses, including reasonable attorney's fees incurred by the Listing Broker, relating to the collection of the Commission.

9. COMMISSION OR FEE DISCLOSURE.

“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 in transactions by the Broker.

10. GRANT OF EXCLUSIVE RIGHT TO SELL, LEASE, EXCHANGE OR OTHERWISE TRANSFER AND TO MULTIPLE LIST PROPERTY.

In consideration of the Listing Broker listing and endeavoring to find Buyers/Tenants for the Property at the Listing Price, OWNER (or their legally authorized representative) grants the Listing Broker the exclusive right to sell, lease, exchange or otherwise transfer the Property, at the Listing Price and on the terms as stated in this Agreement, or upon such other price and/or terms as may be acceptable to the Owner. The Listing Broker is directed by the Owner to list the Property with the Service and to distribute this listing to Service participants.

11. BROKER PROTECTION.

Owner agrees to pay the Listing Broker the Commission if the Owner, acting on the Owner's own behalf, within 180 days after the Expiration Date conveys or agrees to convey the Property to any Buyer shown the Property by the Listing Broker or any person during the term of this Listing Agreement. This clause shall not apply if the property has been listed by the Owner with another broker by written agreement.

12. OWNER(S) LIABILITY.

The OWNER(S) hold harmless and indemnify the Listing and Cooperating Brokers against loss or damage resulting directly from any condition of the Property not disclosed to the Listing Broker or from the Owner's use of/or acts in the showing and inspection of the Property.

13. OWNERSHIP, LIENS AND MORTGAGES.

The Owner(s) represent that they are the sole owner(s) of the Property, the Owner(s) have the legal right to sell or lease the Property, and that to the best of their knowledge they have Marketable Title to the Property. The Owner(s) further represent that after a sale at the Listing Price there will be sufficient proceeds to discharge all liens and encumbrances and to pay the Commission stated in this Agreement.

14. NO ENVIRONMENTAL HAZARDS.

The Owner(s) are not aware of any environmental hazards relating to the Property, or proceedings regarding such hazards which are now pending or threatened with regard to the Property.

15. SIGN AUTHORIZATION.

The Owner authorizes the Listing Broker to place a real estate sign on the Property. The Owner agrees not to place Owner's or any other "For Sale/For Lease" sign on the Property during the term of this Agreement.

16. REFERRING INTERESTED BUYERS TO LISTING BROKER/NEGOTIATIONS THROUGH LISTING BROKER.

The Owner shall refer to the Listing Broker every prospective Buyer/Tenant who contacts the Owner during the term of this Agreement. The Owner directs that all negotiations for the purchase or lease of the Property shall be conducted through the Listing Broker.

17. NOT CURRENTLY LISTED.

The Owner represents that the Property is not currently listed with any other Broker.

18. ACCURACY OF INFORMATION.

The information contained in this Agreement and on the attached Listing Input Sheets has been furnished by the Owner who states it is correct to the best of Owner's knowledge and belief, and the compilation by the Broker for the Service is not to be deemed a representation as to the accuracy of the information provided.

19. ACKNOWLEDGEMENT OF RECEIPT OF FULLY SIGNED AGREEMENT/LISTING INPUT SHEETS.

The Owner acknowledges that this Agreement has been read by the Owner and that Owner understands its contents. Owner has received a copy of this Agreement and the attached Listing Input Sheets, which are incorporated herein and made part of this Agreement. Owner acknowledges having read and approved the attached Listing Input Sheet(s) and represents that they are accurate.

20. ACKNOWLEDGEMENT OF RECEIPT OF THE CONSUMER INFORMATION STATEMENT ON NEW JERSEY REAL ESTATE RELATIONSHIPS.

Owner acknowledges receipt of a copy of the Consumer Information Statement on New Jersey Real Estate Relationships.

21. ACKNOWLEDGEMENT OF RECEIPT OF THE NEW JERSEY ATTORNEY GENERAL'S SUMMARY OF THE NEW JERSEY LAW AGAINST DISCRIMINATION AND AGREEMENT TO ABIDE BY THE LAW.

The Owner acknowledges receipt of the New Jersey Attorney General's Summary of the New Jersey Law Against Discrimination, and further acknowledges that Owner has reviewed this Summary and agrees to abide by the terms and conditions of the Law Against Discrimination.

THIS FORM OF AGREEMENT FOR THE LISTING OF REAL ESTATE AND THE PAYMENT OF A COMMISSION FOR THE SALE AND / OR LEASE OF REAL ESTATE HAS BEEN APPROVED SOLELY FOR THE EXCLUSIVE USE OF BROKERS WHO PARTICIPATE IN THE GSMLS, LLC. ANY USE OF THIS AGREEMENT BY ANY PERSON NOT AUTHORIZED OR PERMITTED TO UTILIZE THE SERVICE IS EXPRESSLY PROHIBITED. THIS AGREEMENT MAY ONLY BE REPRODUCED WITH THE WRITTEN CONSENT OF THE SERVICE.

Revision: August, 2017

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BROKER COPY /WHITE

OWNER COPY /CANARY



State of New Jersey

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

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

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 (the "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.
- 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.



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- 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.

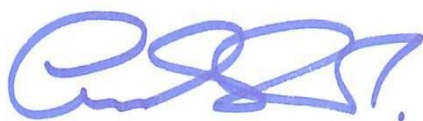
Other remedies. Victims of discrimination may recover economic damages related to the discrimination (such as having to pay higher rent for another unit), as well as damages for emotional distress, pain, and humiliation. In more egregious cases, a victim may also recover punitive damages.

Brokers. The broker or salesperson with whom you list your property must transmit to you every written offer 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 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