



**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 owner (or owners) does authorize the listing REALTOR® the sole exclusive and irrevocable right to sell at the price of \$ \_\_\_\_\_, to lease or rent at a monthly rate of \$ \_\_\_\_\_, the real estate and/or business located at \_\_\_\_\_  
 Property Address

The owners do 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 the 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\_\_\_\_\_.
2. The REALTOR® agrees to exert his/her best effort to obtain a purchaser or lessee for the real estate and /or business 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 execute a sufficient instrument of conveyance. They also acknowledge receipt of the Summary of the NJ Law Against Discrimination, dated January 2008, as printed on the reverse side of this agreement.
4. If, before the expiration date (item 1 above) the real estate and /or business is sold or exchanged, regardless of who effects such sale or exchange (including the owner), the Owner shall pay a commission of \_\_\_\_\_ of the sale price, due and payable at the time the sale or exchange takes place. In the event of an exchange, the listing price shall be considered the sale price.
5. If, before the expiration date (item 1 above) the real estate and/or business is leased/rented, regardless of who effects such lease/rental (including the owner), the owner agrees to pay a commission of \_\_\_\_\_% on each installment of rent 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 owner agrees to pay a commission on all renewals or extensions, pursuant to the provisions of the preceding sentences. If, during the term of the lease/rental or any extension or renewal thereof, the tenant purchases the real estate and/or business, a commission of \_\_\_\_\_% of the sale price shall be paid by the owner upon closing of the title.
6. If, the real estate and/or business is sold, leased or exchanged within a period of \_\_\_\_\_ days from the expiration of this listing or any extension thereof to a buyer introduced to the property during the term of this listing agreement, the Owner shall pay to the listing broker the commission set forth above. However, the Owner shall not be obligated to pay such commission if a valid listing agreement is entered into during the term of this protection period with another licensed real estate broker, and the sale lease, or exchange of the property is made during the term of this protection period.
7. The owner agrees to indemnify and hold harmless the REALTOR® from any claim arising out of personal injuries to a tenant or other persons injured in or on the property.
8. The owner (check one)  agrees to permit  does not agree to permit a lock box to be place upon the property by the REALTOR®.

The owner (check one)  agrees to permit  does not agree to permit the street address of the property to be placed on the Internet by the REALTOR®.

9. In the event the real estate is sold in cooperation with another member of the Multiple Listing Service, the Listing REALTOR® will retain \_\_\_\_\_ of the purchase price. Listing REALTORS® offers the following commissions to Seller's Agents: \_\_\_\_\_; Buyer's Agents: \_\_\_\_\_; Dual Disclosed Agent: \_\_\_\_\_; Transaction Broker: \_\_\_\_\_.
10. In the event the real estate is rented or leased in cooperation with another member of the Multiple Listing Service, the Listing REALTOR® will retain \_\_\_\_\_ of the purchase price. Listing REALTORS® offers the following commissions to Seller's Agents: \_\_\_\_\_; Buyer's Agents: \_\_\_\_\_; Dual Disclosed Agent: \_\_\_\_\_; Transaction Broker: \_\_\_\_\_.
11. Owners and Listing REALTORS® 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 owner or the Listing REALTOR®, regardless of whether the Buyer's Agent participated in the brokerage fee.
12. The owners agree and acknowledge that the dollar amount of said commission shall be a lien (a legal claim) on the purchase money proceeds derived from sale of the subject property. The owners, by this agreement, authorize and direct the party disbursing the closing proceeds to pay to the broker/brokers, the full commission as set forth out of the proceeds of the sake, prior to the payment of any funds to the owners or other lien holders.
13. In the event the property is taken by condemnation through and eminent domain proceeding while the property is under contract of sale, the Broker shall be entitled to a commission at the rate set forth herein on the price paid by the condemning author

\* 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 \_\_\_\_\_ (\*indicates one of the following: seller's (landlord) agent only, Seller's (landlord) 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 OFFERINGS 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 COMMSION 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, OF 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."



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

ANNE MILGRAM  
Attorney General  
J. FRANK VESPA-PAPALEO, ESQ.  
Director

**DATE:** April 2008  
**TO:** Real Estate Agents, Brokers, and Owners of Real Property in New Jersey  
**FROM:** Anne Milgram, *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.

Sincerely yours,

ANNE MILGRAM  
Attorney General



J. FRANK VESPA-PAPALEO  
Director