



MOREMLS
RIGHT TO SELL AGREEMENT OR RIGHT TO RENT/LEASE AGREEMENT
TEMPORARY AS OF 8/9/2024

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 _____
EMAIL _____

AGENCY DISCLOSURE: I, _____, as an authorized representative of _____ (the "Listing Broker"), intend to work with Owner, as of this time, as:

- ☐ Seller's (landlord's) agent only
☐ Seller's (landlord's) transaction broker only
☐ Seller's (landlord's) agent and only disclosed dual agent if the opportunity arises
☐ Seller's (landlord's) agent and only disclosed dual agent with designated agency if the opportunity arises
☐ Seller's (landlord's) agent and either disclosed dual agent or disclosed dual agent with designated agency if the opportunity arises

In consideration of the services to be performed by the Listing Broker (the "Listing Broker"), the Owner (meaning one or more owners) hereby grant the Listing Broker 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 Owner agrees to assist and fully cooperate in the sale or lease of the property, including granting the Listing Broker 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 Owner represents that this property is not listed in any manner with any other broker or subject to any protection period for any listing agreement with another broker that will not terminate upon the signing of this agreement.

- 1. The right to sell, lease/rent, shall begin on the _____ day of _____ 20____ (the "Commencement Date") and shall expire on the _____ day of _____ 20____ (the "Expiration Date") but this agreement is binding on the parties and in full force and effect as of the date it is signed by the parties. Listing Broker and Owner agree that no marketing or showing of the property may occur until the Commencement Date. The date of signing through the Expiration Date is called the "Term" of this agreement.
2. The Listing Broker agrees to use their 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 ("MLS"), in accordance with its Rules and Regulations. Seller is hereby made aware that, pursuant to MOREMLS Rules and Regulations, non-exclusive listings will not be submitted to MOREMLS (Multiple Listing Service).
3. Each person signing this agreement as Owner represents that they are either an owner or authorized by the Owner to sign this agreement, have the legal right to sell, lease, or exchange the property and can and will convey good and marketable title to the property. Owner acknowledges receipt of the Summary of the NJ Law Against Discrimination, as well as the Consumer Information Statement on New Jersey Real Estate Relationships.
4. If, before the Expiration Date, including any protection period as set forth in section 6 below, a contract for the sale or exchange of the property is executed, regardless of who brought about such sale or exchange (including the Owner), the Owner shall pay a commission of _____ to the Listing Broker. 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. Owner agrees to refer to the Listing Broker every person or entity who contacts Owner about this listing or the sale or leasing/renting of the property and that all negotiations shall be made through the Listing Broker.
5. If, before the Expiration Date, the property is leased, regardless of who brought about such lease (including the Owner), the Owner shall pay a commission to the Listing Broker of (choose one):
_____% of the total rent payable during the term of the lease; _____month(s) rent or as follows: _____. The commission shall be payable (check one) upon execution of the lease; in equal monthly installments over the term of the lease or as follows: . If the tenancy continues beyond the initial term, the Owner 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 ____ shall be paid by the Owner to the Listing Broker upon closing of title.
6. If a lease or a contract for the sale or exchange of the property or any other agreement for the transfer 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 Owner shall pay to the Listing Broker a commission as above described, irrespective of when the closing date or commencement date of the lease occurs. However, the Owner 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 Owner agrees to indemnify and hold harmless the Listing Broker from any claim arising out of personal injuries to a tenant or other persons injured in or on the property.

The Owner (check one) ☐ agrees to permit ☐ does not agree to permit a lock box to be placed upon the property by the Listing Broker.
The Owners (check one) ☐ agrees to permit ☐ does not agree to permit the street address of the property to be placed on the Internet.

8. The Owner (check one) authorizes does not authorize the Listing Broker to offer compensation to subagents of Listing Broker, Buyer's Agents and Transaction Brokers, in connection with the sale of the property. If such compensation is authorized, it shall be, as follows:
 Seller's Agent (subagent): _____; Buyer's Agent: _____ Transaction Broker: _____.
9. If The Owner (check one) authorizes- does not authorize the Listing Broker to offer compensation to subagents of Listing Broker, Buyer's Agents and Transaction Brokers, in connection with the rental of the property, or a portion thereof, as follows:
 Landlord's Agent (subagent): _____; Tenant's Agent: _____; Transaction Broker: _____.
10. Owner and Listing Broker understand that, if a buyer has been obtained by a Buyer's Agent who has a written Buyer's Agent contract with that buyer, the Buyer's Agent is representing the buyer and has no fiduciary responsibility to the Owner or the Listing Broker.
11. The Owner agrees and acknowledges that the dollar amount of the commission shall be a lien (a legal claim) on the purchase money proceeds derived from the sale of the property. The Owner, by executing this agreement, authorizes and directs the party disbursing the closing proceeds to pay to the Listing Broker, and any cooperating broker(s) the full commission as set forth above out of the proceeds of the sale, prior to the payment of any funds to the Owner or other lienholders. All cooperating compensation is fully negotiable.
12. If the property is taken by condemnation through an eminent domain proceeding while the property is under contract of sale, the Listing Broker shall be entitled to a commission at the rate set forth herein- as if the property had been sold as set forth above.

(For agreements entered in August 17th 2024 or later, MLS participants are required to provide conspicuous disclosure that compensation is fully negotiable and not set by law **in all listing and written buyer agreements.**)

13. Owner agrees that this agreement shall be binding on the heirs, executors, administrators, personal representatives, and assignees of the Owner.

REMARKS: _____

Witness: _____

DATE: _____

 Listing Agent

 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.



State of New Jersey

OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION ON CIVIL RIGHTS
31 CLINTON STREET, 3RD FLOOR
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ANDREW J. BRUCK
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PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

TO: Property Owners

FROM: Andrew J. Bruck, Acting Attorney General, State of New Jersey
Rosemary DiSavino, Deputy Director, NJ Division on Civil Rights

DATE: December 2021

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 (LAD) and the Fair Chance in Housing Act (FCHA) (effective January 1, 2022).

Law Against Discrimination:

Under the LAD, it is illegal to discriminate against a prospective or current buyer or tenant because of actual or perceived race, religion, national origin, nationality, ancestry, pregnancy or breastfeeding, sex, gender identity or expression, sexual orientation, familial status (defined as having care or custody of a child under age 18 or being pregnant), disability, liability for service in the Armed Forces of the United States, marital status, civil union status, or domestic partnership status. 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. And it is 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 subsidies or vouchers provided by federal, state, or local rental-assistance programs including Section 8 housing choice vouchers, COVID-19 Emergency Rental Assistance Program (CVERAP),



<http://www.njcivilrights.gov>

New Jersey is an Equal Opportunity Employer



State Rental Assistance Programs (SRAP), temporary rental assistance (TRA), Eviction Prevention Program (EPP), unemployment benefits, child support, alimony, and supplemental security income. 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.
- 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 people. 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 both the LAD and the federal Fair Housing Act because they have a disparate 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 up to \$10,000 for a first violation, up to \$25,000 for a second violation within five years of the first offense, and up to \$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 they receive 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.

Fair Chance in Housing Act:

The FCHA prohibits housing providers from asking about rental applicants' criminal records on an initial application or otherwise considering an applicant's criminal record in any way, until after they've made a conditional housing offer to the applicant, with limited exceptions as required under federal law. The goal of the FCHA is to ensure that formerly incarcerated and system-involved people have fair access to housing around the state.

Nothing about the FCHA requires landlords or housing providers to consider a person's criminal record in housing. If a housing provider does review an applicant's criminal history after a conditional offer, specific restrictions apply. A housing provider must conduct an individualized analysis of an applicant's criminal record and may only deny housing if withdrawing a conditional offer is necessary to fulfill a substantial, legitimate, and nondiscriminatory interest.

Here are some of the specific requirements for housing providers under the FCHA:

- Housing providers are prohibited from asking about applicants' criminal records until after they've made a conditional housing offer, except for convictions of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing, or if the applicant is subject to a lifetime registration in a state sex offender registry.
- Even after a conditional offer, a housing provider may not consider arrests or charges that did not result in a criminal conviction, expunged convictions, convictions erased through executive pardon, vacated and otherwise legally nullified convictions, juvenile adjudications of delinquency, and sealed records.

- If a housing provider chooses to consider an applicant's criminal history after a conditional offer, they may only consider:
 - Convictions for murder, aggravated sexual assault, kidnapping, arson, human trafficking, sexual assault, endangering the welfare of a child in violation of N.J.S.2C:24-4(b)(3);
 - Convictions for any crime that requires lifetime state sex offender registration;
 - Any 1st degree indictable offense, or release from prison for that offense, within the past 6 years;
 - Any 2nd or 3rd degree indictable offense, or release from prison for that offense, within the past 4 years; or
 - Any 4th degree indictable offense, or release from prison for that offense, within the past 1 year.

- For a conviction that can be considered, a housing provider must conduct an individualized analysis that includes:
 - Nature and severity of the offense(s)
 - Applicant's age at the time of the offense(s);
 - How recently the offense(s) occurred;
 - Any information the applicant provided in their favor since the offense(s);
 - If the offense(s) happened again in the future, whether that would impact the safety of other tenants or property; and
 - Whether the offense(s) happened on, or was connected to, property that the applicant had rented or leased

- If the housing provider intends to consider criminal history as provided for under the FCHA after a conditional offer, they cannot accept an application fee before disclosing that fact to the applicant, and offering the applicant an opportunity to provide evidence of inaccuracies in their criminal record, other evidence of rehabilitation, or mitigating factors. This requirement can be fulfilled using the Model Disclosure Statement on DCR's website, found at https://www.njoag.gov/wp-content/uploads/2021/12/Model-Disclosure-Statement_12.14.21.pdf.

- If the housing provider withdraws a conditional offer based on criminal record, they must explain in writing their justification for doing so, which can be fulfilled using the Model Notice of Withdrawal on DCR's website, found at https://www.njoag.gov/wp-content/uploads/2021/12/Model-Notice-of-Withdrawal_12.15.21.pdf. An applicant can then request the information the housing provider relied upon, and can submit mitigating information or inaccuracies related to aspects of their criminal record which may be considered under the FCHA, which the housing provider must then consider.

- If the housing provider utilizes any vendor or outside person or entity to conduct a criminal record check on their behalf, they shall take reasonable steps to ensure that the vendor or outside person or entity is conducting the criminal record check consistent with the requirements of the FCHA. The housing provider will be liable under the FCHA for relying

on a criminal history inquiry conducted by a vendor or outside person or entity that is conducted in violation of the FCHA if it failed to take reasonable steps to ensure compliance.

- Housing providers are prohibited from discriminating against those with criminal records in any advertising, notices, or publications. They also cannot require applicants to submit to drug or alcohol testing, or to provide information from a treatment facility.

Penalties. If you violate the FCHA, you may be subject to penalties up to \$1,000 for a first violation within five years of the complaint, up to \$5,000 for a second violation within five years of the complaint, and up to \$10,000 for two or more violations within seven years.

Other remedies. DCR may also authorize other remedies depending on the circumstances.

For more information about the LAD, the FCHA, 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.



Andrew J. Bruck
Acting Attorney General



Rosemary DiSavino
Deputy Director, Division on Civil Rights

DATE: _____

Licensed Broker or Salesperson:

Print name

Signature

Property Owner:

Print name

Signature