
FILE CHECKLIST (NEW JERSEY – RESIDENTIAL RENT)

PROPERTY ADDRESS: _____

SELLER(S): _____

SALES ASSOCIATES(S): _____

Listing:

1. Consumer Information Statement
2. MLS Listing Agreement (MLS input sheet: optional)
3. MLS Listing Page
4. Informed Consent to Dual Agency
5. Commission Split Addendum
6. Lead Based Paint Disclosure (if necessary, signed by seller)
7. Truth in Renting Guide (if applicable)
8. Delayed Showing Form (if necessary)

Post Closing Items:

1. Commission Check & Check Copy
2. Commission Statement with Team Work Sheet/ Referral Fee Statement
3. Lease Agreement (fully executed)
4. Copy of CCO/CO
5. Lead Based Paint Disclosure (if necessary, fully executed)
6. MLS Listing Paper with Status Changed (leased)

Rental (residential)

MLS # _____

County: _____ Town: _____ Block: _____ Suffix: _____ Lot: _____ Suffix: _____ Tax Condo #: _____
 Street #: _____ N,S,E,W: _____ Name: _____ Mode: _____ Price: _____ Zip: _____
 Unit #: _____ Directions: _____ Listing Date: _____ Expiration Date: _____
 Owner (Last, First Name): _____ Exceptions: _____
 Owner Address (if different): _____ Owner Phone #: _____
 Listing Broker ID #: _____ Listing Salesperson ID #: _____ Co-Listing Salesperson ID #: _____

Agency Disclosure

Landlord's Agent: _____ Transaction Broker: _____

Comp. BA (Buyer's Agent): _____ Comp. TA (Transaction Agent): _____ Comp. Sub (Subagent): _____

Dual Commission Arrangement: _____ Exclusive Agency: _____ Sewer: _____ Water Source: _____

Fee Paid By Landlord: _____ Fee Paid By Tenant: _____ Tenant Fee: _____ Security Deposit: _____

Style: _____ Substyle: _____ Building Complex Name: _____

Rooms: _____ Bedrooms: _____ Full Baths: _____ Half Baths: _____ Other Charges: _____

Ground Floor: _____

1st Floor: _____

2nd Floor: _____

3rd Floor: _____

Tenant: _____ Phone #: _____

Subject To Board Approval: _____ For Sale: _____ Stairs: _____

Lease Term: _____ Earliest Availability: _____ Board Association Additional Charge: _____

Possession: _____

Schools

EL: _____

JH: _____

SH: _____

Showing Instructions/Agent Remarks: (Will not Appear on Customer Report)

Customer Remarks

Exclusive Listing Agreement between Broker and Landlord from: Listing Date: _____ Expiration Date: _____

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

Landlord further agrees to the following compensation arrangement, if rented by the Broker, the Landlord, or through any other source, during the term of this Exclusive Right to Rent Listing Agreement (choose one):

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 Right to Rent 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 this Agreement.

Landlord represents that this property is not and will not be Exclusively Listed with any other Broker during the term of this Listing Agreement. 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 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.

I, _____ (name of licensee), as an authorized representative of _____ (name of firm), intend, as of this time, to work with you as a:

_____ Landlord's Agent Only, _____ Transaction Broker, _____ Landlord's Agent and Disclosed Dual Agent if the opportunity arises.**

**Separate informed consent form must be executed by Broker/Landlord/Tenant

In the event that the property described in this Agreement becomes subject to a written or other legally binding agreement by the Tenant and Landlord or their designees, or is sold, conveyed, leased or in any way transferred within _____ days after the expiration of this Agreement to anyone to whom the Landlord, Broker or the Broker's salesperson, sub-agent (participating Broker/cooperating Broker) had introduced the property during the term of this Exclusive Right to Rent Listing, the compensation as indicated above shall be earned by the Broker and payable to the Broker, unless the Landlord executes a new Exclusive Right to Rent Listing Agreement during the protection period.

Landlord represents that Landlord is the Owner of the above described property and 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. Landlord and Broker further represent that no other terms or conditions exist other than those that are contained in this Agreement.

Landlord acknowledges that he/she has read this Agreement, the New Jersey Attorney General's Memorandum, the Key Box Agreement printed on the reverse side, and has received the Consumer Information Statement and a fully executed copy of this Agreement which contains accurate information.

Authorization is hereby granted by Landlord to submit this listing to the New Jersey Multiple Listing Service for distribution to all Broker members.

Unless this box is checked, Landlord authorizes listing to appear on all real estate web sites authorized by the Board of Directors.

Unless this box is checked, the property address will appear on all web sites.

Sales Associate Signature _____ Owner Signature _____

Broker/Manager Signature _____ Owner Signature _____

Print Owner Name _____ Owner Phone # _____ Realtor Phone # _____

Print Owner Name _____ Date _____



State of New Jersey

OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION ON CIVIL RIGHTS
31 CLINTON STREET, 3RD FLOOR
NEWARK, NJ 07102

ANDREW J. BRUCK
Acting Attorney General

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

NJMLS's Keybox Information Disclosure

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.

CONSUMER INFORMATION STATEMENT ON NEW JERSEY REAL ESTATE RELATIONSHIPS

In New Jersey, real estate licensees are required to disclose how they intend to work with buyers and sellers in a real estate transaction. (In rental transactions the terms "buyers" and "sellers" should be read as "tenants" and "landlords," respectively.)

- 1. AS A SELLER'S AGENT OR SUBAGENT, I, AS A LICENSEE, REPRESENT THE SELLER AND ALL MATERIAL INFORMATION SUPPLIED TO ME BY THE BUYER WILL BE TOLD TO THE SELLER.
2. AS A BUYER'S AGENT, I, AS A LICENSEE, REPRESENT THE BUYER AND ALL MATERIAL INFORMATION SUPPLIED TO ME BY THE SELLER WILL BE TOLD TO THE BUYER.
3. AS A DISCLOSED DUAL AGENT, I, AS A LICENSEE, REPRESENT BOTH PARTIES. HOWEVER, I MAY NOT WITHOUT EXPRESS PERMISSION, DISCLOSE THAT THE SELLER WILL ACCEPT A PRICE LESS THAN THE LISTING PRICE OR THAT THE BUYER WILL PAY A PRICE GREATER THAN THE OFFERED PRICE.
4. AS A TRANSACTION BROKER, I, AS A LICENSEE, DO NOT REPRESENT EITHER THE BUYER OR THE SELLER. ALL INFORMATION I ACQUIRE FROM ONE PARTY MAY BE TOLD TO THE OTHER PARTY.

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of business relationship you have with that licensee. There are four business relationships: (1) seller's agent; (2) buyer's agent; (3) disclosed dual agent; and (4) transaction broker. Each of these relationships imposes certain legal duties and responsibilities on the licensee as well as on the seller and buyer represented. These four relationships are defined in greater detail below. Please read carefully before making your choice.

SELLER'S AGENT

A seller's agent WORKS ONLY FOR THE SELLER and has legal obligations, called fiduciary duties to the seller. These include reasonable care, undivided loyalty, confidentiality and full disclosure. Seller's agents often work with buyers, but do not represent the buyers. However, in working with buyers a seller's agent must act honestly. In dealing with both parties, a seller's agent may not make any misrepresentation to either party on matters material to the transaction, such as the buyer's financial ability to pay, and must disclose defects of a material nature affecting the physical condition of the property which a reasonable inspection by the licensee would disclose. Seller's agents include all persons licensed with a brokerage firm which has been authorized through a listing agreement to work as the seller's agent. In addition, other brokerage firms may accept an offer to work with the listing broker's firm as the seller's agents. In such cases, those firms and all persons licensed with such firms are called "subagents". Sellers who do not desire to have their property marketed through subagents should so inform the seller's agent.

BUYER'S AGENT

A buyer's agent WORKS ONLY FOR THE BUYER. A buyer's agent has fiduciary duties to the buyer which include reasonable care, undivided loyalty, confidentiality and full disclosure. However, in dealing with sellers, a buyer's agent must act honestly. In dealing with both parties, a buyer's agent may not make any misrepresentations on matters material to the transaction, such as the buyer's financial ability to pay, and must disclose defects of a material nature affecting the physical condition of the property which a reasonable inspection by the licensee would disclose. A buyer wishing to be represented by a buyer's agent is advised to enter into a separate written buyer agency contract with the brokerage firm which is to work as their agent.

DISCLOSED DUAL AGENT

A disclosed dual agent WORKS FOR BOTH THE BUYER AND THE SELLER. To work as a dual agent, a firm must first obtain the informed written consent of the buyer and the seller. Therefore, before acting as a disclosed dual agent, brokerage firms must make written disclosure to both parties. Disclosed dual agency is most likely to occur when a licensee with a real estate firm working as a buyer's agent shows the buyer properties owned by the sellers for whom that firm is also working as a seller's agent or subagent. A real estate licensee working as a disclosed dual agent must carefully explain to each party that, in addition to working as their agent, their firm will also work as the agent for the other party. They must also explain what affect their working as a disclosed dual agent will have on the fiduciary duties their firm owes to the buyer and to the seller. When working as a disclosed dual agent, a brokerage firm must have the express permission of a party prior to disclosing confidential information to the other party. Such information includes the highest price a buyer can afford to pay and the lowest price a seller will accept and the parties' motivation to buy or sell. Remember, a brokerage firm acting as a disclosed dual agent will not be able to put one party's interests ahead of those of the other party and cannot advise or counsel either party on how to gain an advantage at the expense of the other party on the basis of confidential information obtained from or about the other party. If you decide to enter into an agency relationship with a firm which is to work as disclosed dual agent, you are advised to sign a written agreement with that firm.

TRANSACTION BROKER

The New Jersey Real Estate Licensing Law does not require licensees to work in the capacity of an "agent" when providing brokerage services. A transaction broker works with a buyer or a seller or both in the sales transaction without representing anyone. A TRANSACTION BROKER DOES NOT PROMOTE THE INTERESTS OF ONE PARTY OVER THOSE OF THE OTHER PARTY TO THE TRANSACTION. Licensees with such a firm would be required to treat all parties honestly and to act in a competent manner, but they would not be required to keep confidential information. A transaction broker can locate qualified buyers for a seller or suitable properties for a buyer. They can then work with both parties in an effort to arrive at an agreement on the sale or rental of real estate and perform tasks to facilitate the closing of a transaction. A transaction broker primarily serves as a manager of the transaction, communicating information between the parties to assist them in arriving at a mutually acceptable agreement and in closing the transaction, but cannot advise or counsel either party on how to gain an advantage at the expense of the other party. Owners considering working with transaction brokers are advised to sign a written agreement with that firm which clearly states what services that firm will perform and how it will be paid. In addition, any transaction brokerage agreement with a seller or landlord should specifically state whether a notice on the property to be rented or sold will or will not be circulated in any or all Multiple Listing System(s) of which that firm is a member.

YOU MAY OBTAIN LEGAL ADVICE ABOUT THESE BUSINESS RELATIONSHIPS FROM YOUR OWN LAWYER. THIS STATEMENT IS NOT A CONTRACT AND IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

ACKNOWLEDGEMENT OF RECEIPT OF CONSUMER INFORMATION STATEMENT (CIS)

FOR SELLERS AND LANDLORDS: By signing this Consumer Information Statement, I acknowledged that I received this Statement from (name of Brokerage) prior to discussing my motivation to sell or lease or my desired selling or leasing price with one of its representatives.

SELLER / LANDLORD: DATE:

FOR BUYERS AND TENANTS: By signing this Consumer Information Statement, I acknowledged that I received this Statement from (name of Brokerage) prior to discussing my motivation or financial ability to buy or lease with one of its representatives.

BUYER / TENANT: DATE:

DECLARATION OF BUSINESS RELATIONSHIP: I, (name of Licensee) as an authorized representative of (name of Brokerage) intend as of this time to work with you as a (CHECK ONE):

- Seller's Agent Only
Seller's Agent and Disclosed Dual Agent if the opportunity arises
Buyer's Agent Only
Buyer's Agent and Disclosed Dual Agent if the opportunity arises
Transaction Broker Only
Seller's Agent on properties on which this firm is acting as the seller's agent and transaction broker on other properties

ADDENDUM A
DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT ABOUT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

I. LEAD PAINT WARNING

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

II. PROPERTY ADDRESS: _____

TOWN: _____

III. SELLER'S DISCLOSURE (initial and complete sections a, b, & c) (To be completed and signed at time of listing)

_____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and Reports available to the seller (check one below):

Seller has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing.

Seller has the following reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing, all of which seller has provided to its listing agent, and has directed its listing agent to provide purchaser or purchaser's agent with these records and reports **prior to seller accepting any offer to purchase** (list documents below):

_____ (c) **If there is any change in the above information prior to seller accepting an offer from the purchaser to purchase, seller will disclose all changes to the purchaser prior to accepting the offer.**

IV. SELLER'S CERTIFICATION OF ACCURACY

Seller(s) have reviewed the Seller's Disclosure in Section III and certify, to the best of his/her/their knowledge, that the information they have provided is true and accurate.

Seller _____ Date / / Seller _____ Date / /

V. LISTING AGENT'S CERTIFICATION OF ACCURACY

Listing Agent certifies that he/she has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Listing Agent _____ Date / /

VI. PURCHASER'S ACKNOWLEDGMENT (initial) (The Seller's Disclosure in Section III and Certification in Section IV and the Listing Agent's Certification in Section V to be completed and signed prior to purchaser signing this Addendum A.)

_____ (a) Purchaser has received copies of all information listed in Section III above.

_____ (b) Purchaser has received the pamphlet Protect Your Family From Lead in Your Home.

_____ (c) Purchaser has (check one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

VII. PURCHASER'S CERTIFICATION OF ACCURACY

Purchaser(s) have reviewed the Purchaser's Acknowledgement in Section VI and certify, to the best of his/her/their knowledge, that the information they have provided is true and accurate.

Purchaser _____ Date / / Purchaser _____ Date / /

VIII. SELLING/BUYER'S AGENT'S CERTIFICATION OF ACCURACY

Selling/Buyer's Agent certifies that the purchaser has received the information in section VI (a) and (b).

Selling/Buyer's Agent _____ Date / /



NEW JERSEY REALTORS® STANDARD FORM OF INFORMED CONSENT TO DUAL AGENCY (LANDLORD)

©2001 New Jersey REALTORS®, Inc.

PROPERTY ADDRESS: _____

1 This Agreement evidences Landlord's consent that the Brokerage Firm, as Landlord's Agent, may act as a Disclosed Dual Agent in
2 order to represent both Landlord and Tenant in the same real estate transaction, and seeks Landlord's consent to allow Landlord's Agent
3 to act as a Disclosed Dual Agent when the opportunity arises. Landlord should be aware that a real estate licensee may legally act as a
4 Disclosed Dual Agent only with Landlord's and Tenant's informed written consent.

6 Landlord understands that Disclosed Dual Agency (representing more than one party to a transaction) has the potential of creating a
7 conflict of interest in that both Landlord and Tenant may intend to rely on the Landlord's Agent's advice, and their respective interests
8 may be adverse to each other. Therefore, when acting as a Disclosed Dual Agent, Landlord's Agent will not represent the interests of
9 Tenant to the exclusion or detriment of the interests of a Landlord; nor will Landlord's Agent represent the interests of Landlord to the
10 exclusion and detriment of the interests of Tenant.

12 As a Disclosed Dual Agent of both the Landlord and the Tenant, Landlord's Agent will be working equally for both parties to the real
13 estate transaction and will provide services to complete the transaction without the full range of fiduciary duties ordinarily owed by an
14 agent who represents Landlord alone, or the Tenant alone. In the preparation of offers and counteroffers between Landlord and Tenant,
15 Landlord's Agent will act only as an intermediary to facilitate the transaction rather than as an active negotiator representing either the
16 Landlord or Tenant in a fiduciary capacity. By consenting to this dual agency, Landlord is giving up the right to undivided loyalty and
17 will be owed only limited duties of disclosure by the Landlord's Agent.

19 For example, Landlord acknowledges that Landlord's Agent, as a Disclosed Dual Agent, is not permitted, under law, to disclose to
20 either Landlord or Tenant any confidential information which has been, or will be communicated to Landlord's Agent by either of the
21 parties to the transaction. Moreover, Landlord's Agent is not permitted to disclose (without the express written permission of the Land-
22 lord) to the Tenant that such Landlord will accept a price less than the full listing price. Nor will Landlord's Agent disclose (without the
23 express written permission of the Tenant) to the Landlord that Tenant will pay a sum greater than the price offered by Tenant. It is also
24 impermissible for Landlord's Agent to advise or counsel either the Landlord or Tenant on how to gain an advantage at the expense of
25 the other party on the basis of confidential information obtained from or about the other party.

27 Landlord acknowledges receipt of the Consumer Information Statement on New Jersey Real Estate Relationships.

29 I, _____ AS AN AUTHORIZED REPRESENTATIVE OF
30 (Name of Licensee)
31 _____ INTEND, AS OF THIS TIME, TO WORK WITH
32 (Name of Firm)
33 YOU (LANDLORD) AS A LANDLORD'S AGENT AND DISCLOSED DUAL AGENT IF THE OPPORTUNITY ARISES.

35 If Landlord does not understand all of the provisions of this Informed Consent to Dual Agency, legal advice should be sought before signing.

37 By signing below, Landlord acknowledges that Landlord has read and understood this Informed Consent to Dual Agency and gives
38 consent to Landlord's Agent to act as a Disclosed Dual Agent.

41 LANDLORD'S SIGNATURE

BROKERAGE FIRM

44 LANDLORD'S SIGNATURE

ADDRESS

CITY, STATE, ZIP CODE

50 DATE

SALESPERSON'S SIGNATURE



**NJ REAL ESTATE COMMISSION
ADDENDUM TO LISTING AGREEMENT**

MLS Number: _____

Property Address: _____

Town: _____

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 REFFERED 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 _____ 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 Signature _____ Owner Signature _____

Broker/Manager Signature _____ Owner Signature _____

Print Owner Name _____ Owner Phone _____ Realtor Phone _____

Print Owner Name _____ Date _____

Information herein deemed reliable but not guaranteed.

New Jersey Multiple Listing Service, Inc.
P.O. Box U, Haworth, NJ 07641

Revised 06/2021_A