

**FORT LEE, NJ**

222 Bridge Plaza South, #580  
Fort Lee, NJ 07024  
T. 201.917.3830 F. 201.917.3831

**PALISADES PARK, NJ**

242 Broad Avenue  
Palisades Park, NJ 07650  
T. 201.944.5353

**NEW YORK, NY**

16 W 32nd Street, #702  
New York, NY 10001  
T. 212.560.8938 F. 212.273.9739

**DULUTH, GA**

3483 Satellite Blvd. Suite 201 South  
Duluth, GA 30096  
T. 404.913.5308

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## FILE CHECKLIST (NEW JERSEY – RESIDENTIAL SALE)

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. Seller's Property Disclosure Statement (signed by seller/agent)
7. Property Tax Report
8. Lead Based Paint Disclosure (if necessary, signed by seller)
9. Delayed Showing Form (if necessary)

### Under Contract:

1. Sales Contract and any applicable addenda
2. Seller's Property Disclosure Statement (fully executed)
3. C Land Contact List Form
4. Initial Commission Statement
5. MLS Listing Page (buyer case)
6. Property Tax Report (buyer case)
7. Lead Based Disclosure Statement (if necessary, fully executed)

### Post Closing Items:

1. Commission Check & Check Copy
2. Final Commission Statement with Team Work Sheet/ Referral Fee Statement
3. Copy of CCO/CO
4. Closing Disclosure (HUD-1)
5. MLS Listing Paper with Status Changed (sold)

2 - 4 FAMILY

MLS # \_\_\_\_\_

County: \_\_\_\_\_ Town: \_\_\_\_\_ Block: \_\_\_\_\_ Suffix: \_\_\_\_\_ Lot: \_\_\_\_\_ Suffix: \_\_\_\_\_

Street #: \_\_\_\_\_ N,S,E,W: \_\_\_\_\_ Name: \_\_\_\_\_ Mode: \_\_\_\_\_ Price: \_\_\_\_\_ Zip: \_\_\_\_\_

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 Seller's Agent: \_\_\_\_\_ Transaction Broker: \_\_\_\_\_

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

Dual Commission Arrangement: \_\_\_\_\_ Exclusive Agency: \_\_\_\_\_

Rooms: \_\_\_\_\_ Bedrooms: \_\_\_\_\_ Full Baths: \_\_\_\_\_ Half Baths: \_\_\_\_\_

Style: \_\_\_\_\_ Substyle: \_\_\_\_\_ Taxes: \_\_\_\_\_ Approx. Lot Dimensions: \_\_\_\_\_

Approx. Lot Sq. Ft.: \_\_\_\_\_ Sewer: \_\_\_\_\_ Water Source: \_\_\_\_\_

Items Included: \_\_\_\_\_ Items Not Included: \_\_\_\_\_

Unit #: \_\_\_\_\_ # Beds: \_\_\_\_\_ # Baths: \_\_\_\_\_ Desc: \_\_\_\_\_ Vacant Y/N: \_\_\_\_\_ Rent: \_\_\_\_\_ Lease Expires: \_\_\_\_\_

Unit #: \_\_\_\_\_ # Beds: \_\_\_\_\_ # Baths: \_\_\_\_\_ Desc: \_\_\_\_\_ Vacant Y/N: \_\_\_\_\_ Rent: \_\_\_\_\_ Lease Expires: \_\_\_\_\_

Unit #: \_\_\_\_\_ # Beds: \_\_\_\_\_ # Baths: \_\_\_\_\_ Desc: \_\_\_\_\_ Vacant Y/N: \_\_\_\_\_ Rent: \_\_\_\_\_ Lease Expires: \_\_\_\_\_

Unit #: \_\_\_\_\_ # Beds: \_\_\_\_\_ # Baths: \_\_\_\_\_ Desc: \_\_\_\_\_ Vacant Y/N: \_\_\_\_\_ Rent: \_\_\_\_\_ Lease Expires: \_\_\_\_\_

Basement Desc: \_\_\_\_\_

Easements: \_\_\_\_\_ Municipal Assessments: \_\_\_\_\_ For Lease: \_\_\_\_\_

# Electric Meters: \_\_\_\_\_ Fuel Expenses: \_\_\_\_\_ Maint Expenses: \_\_\_\_\_ Net Operating Income: \_\_\_\_\_

# Gas Meters: \_\_\_\_\_ Trash Expenses: \_\_\_\_\_ Insurance Expenses: \_\_\_\_\_ Gross Income: \_\_\_\_\_

# Water Meters: \_\_\_\_\_ Water Expenses: \_\_\_\_\_ Other Expenses: \_\_\_\_\_ Cap Rate: \_\_\_\_\_

Possession: \_\_\_\_\_

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

Customer Remarks:

Exclusive Listing Agreement between Broker and Seller from: Listing Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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

Seller further agrees to pay the Broker a compensation of \_\_\_\_\_. If the compensation is a percentage, it shall be a percentage of the offering price or of any sales price accepted by the Seller. This compensation shall be earned by the Broker and payable to the Broker if the property is sold by the Seller, the Broker, or through any other source, during the term of this Exclusive Right to Sell Listing Agreement.

Seller represents that this property is not and will not be Exclusively Listed with any other Broker during the term of this Listing Agreement. Seller further represents that the property is not and will not be listed for Rent during the term of this Listing Agreement unless mutually agreed upon terms and conditions are negotiated with the Broker.

"As a Seller 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: \_\_\_\_\_ Seller's Agent Only, \_\_\_\_\_ Transaction Broker, \_\_\_\_\_ Seller's Agent and Disclosed Dual Agent if the opportunity arises.\*\*

\*\* Separate informed consent form must be executed by Broker/Seller/Buyer

In the event that the property, or any part of it, described in this Agreement becomes subject to a written or other agreement by the Buyer and Seller 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 Seller, Broker or the Broker's salesperson, sub-agent (participating Broker/cooperating Broker) or a Buyers' Broker/Buyers' Agent or a Transaction Broker/Transaction Agent had introduced the property during the term of this Exclusive Right to Sell Listing, the compensation as indicated above shall be earned by the Broker and payable to the Broker by the Seller, unless the Seller executes a new Exclusive Right to Sell Listing Agreement during the protection period.

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

Seller 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 Seller to submit this listing to the New Jersey Multiple Listing Service for distribution to all Broker members.

- Unless this box is checked, Seller 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

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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 1<sup>st</sup> degree indictable offense, or release from prison for that offense, within the past 6 years;
  - Any 2<sup>nd</sup> or 3<sup>rd</sup> degree indictable offense, or release from prison for that offense, within the past 4 years; or
  - Any 4<sup>th</sup> 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](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](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](http://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.*

**ADDENDUM TO NJMLS  
REAL ESTATE LISTING/COMMISSION AGREEMENT  
COMMISSION SPLITS**

**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 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 \_\_\_\_\_ 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 Services, Inc.  
160 Terrace St., PO Box U, Haworth, NJ 07641



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



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

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PROPERTY ADDRESS: \_\_\_\_\_

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

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

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

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

27 Seller 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 (SELLER) AS A SELLER'S AGENT AND DISCLOSED DUAL AGENT IF THE OPPORTUNITY ARISES.

35 If Seller 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, Seller acknowledges that Seller has read and understood this Informed Consent to Dual Agency and gives consent to
38 Seller's Agent to act as a Disclosed Dual Agent.

41 \_\_\_\_\_
SELLER'S SIGNATURE

\_\_\_\_\_  
BROKERAGE FIRM

44 \_\_\_\_\_  
SELLER'S SIGNATURE

\_\_\_\_\_  
ADDRESS

47 \_\_\_\_\_  
DATE

\_\_\_\_\_  
CITY, STATE, ZIP CODE

50 \_\_\_\_\_  
DATE

\_\_\_\_\_  
SALESPERSON'S SIGNATURE

New Jersey REALTORS® Form-122B-7/12





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

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PROPERTY ADDRESS: \_\_\_\_\_

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

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

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

For example, Buyer acknowledges that Buyer's Agent, as a Disclosed Dual Agent, is not permitted, under law, to disclose to either Buyer or Seller any confidential information which has been, or will be communicated to Buyer's Agent by either of the parties to the transaction. Moreover, Buyer's Agent is not permitted to disclose (without the express written permission of the Seller) to the Buyer that such Seller will accept a price less than the full listing price. Nor will Buyer's Agent disclose (without the express written permission of the Buyer) to the Seller that Buyer will pay a sum greater than the price offered by Buyer. It is also impermissible for Buyer's Agent to advise or counsel either the Buyer or Seller 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.

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

I, \_\_\_\_\_ AS AN AUTHORIZED REPRESENTATIVE OF  
(Name of Licensee)  
\_\_\_\_\_ INTEND, AS OF THIS TIME, TO WORK WITH  
(Name of Firm)  
YOU (BUYER) AS A BUYER'S AGENT AND DISCLOSED DUAL AGENT IF THE OPPORTUNITY ARISES.

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

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

\_\_\_\_\_  
BUYER'S SIGNATURE

\_\_\_\_\_  
BROKERAGE FIRM

\_\_\_\_\_  
BUYER'S SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP CODE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SALESPERSON'S SIGNATURE





**NEW JERSEY ASSOCIATION OF REALTORS® STANDARD FORM OF  
SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT**



**Property Address:** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

**Seller:** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

The purpose of this Disclosure Statement is to disclose, to the best of Seller's knowledge, the condition of the Property, as of the date set forth below. The Seller acknowledges that he/she is under an obligation to disclose any known material defects in the Property even if not addressed in this printed form. Seller alone is the source of all information contained in this form. All prospective buyers of the Property are cautioned to carefully inspect the Property and to carefully inspect the surrounding area for any off-site conditions that may adversely affect the Property. Moreover, this Disclosure Statement is not intended to be a substitute for prospective buyer's hiring of qualified experts to inspect the Property.

If your property consists of multiple units, systems and/or features, please provide complete answers on all such units, systems and/or features even if the question is phrased in the singular, such as if a duplex has multiple furnaces, water heaters and fireplaces.

**OCCUPANCY**

Yes    No    Unknown  
          []

- 1. Age of House, if known \_\_\_\_\_
- 2. Does the Seller currently occupy this property?  
If not how long has it been since Seller occupied the property? \_\_\_\_\_
- 3. What year did the seller buy the property? \_\_\_\_\_
- 3a. Do you have in your possession the original or a copy of the deed evidencing your ownership of the property? If "yes," please attach a copy of it to this form

**ROOF**

Yes    No    Unknown  
          []

- 4. Age of roof \_\_\_\_\_
- 5. Has roof been replaced or repaired since seller bought the property?
- 6. Are you aware of any roof leaks?
- 7. Explain any "yes" answers that you give in this section: \_\_\_\_\_

**ATTICS, BASEMENTS AND CRAWL SPACES (Complete only if applicable)**

Yes    No    Unknown

- 8. Does the property have one or more sump pumps?  
8a. Are there any problems with the operation of any sump pump?
- 9. Are you aware of any water leakage, accumulation, or dampness within the basement or crawl spaces or any other areas within any of the structures on the property?  
9a. Are you aware of the presence of any mold or similar natural substance within the basement or crawl spaces or any other areas within any of the structures on the property?
- 10. Are you aware of any repairs or other attempts to control any water or dampness problem in the basement or crawlspace? If "yes" describe the location, nature and date of the repairs:  
\_\_\_\_\_
- 11. Are you aware of any cracks or bulges in the floor or foundation walls? If "yes", specify location. \_\_\_\_\_
- 12. Are you aware of any restrictions on how the attic may be used as a result of the manner in which the attic or roof was constructed?
- 13. Is the attic or house ventilated by: [ ] a whole house fan? [ ] an attic fan?  
13a. Are you aware of any problems with the operation of such a fan?
- 14. In what manner is access to the attic space provided? [ ] staircase [ ] pull down stairs [ ] crawl space with aid of ladder or other device [ ] other
- 15. Explain any "yes" answers that you give in this section: \_\_\_\_\_

**TERMITES/WOOD DESTROYING INSECTS, DRY ROT, PESTS**

Yes    No    Unknown

- 16. Are you aware of any termites/wood destroying insects, dry rot, pests affecting the property?
- 17. Are you aware of any damage to the property caused by termites/wood destroying insects, dry rot, or pests?  
18. If "yes," has work been performed to repair the damage?
- 19. Is your property currently under contract by a licensed pest control company? If "yes", state the name and address of licensed pest control company: \_\_\_\_\_
- 20. Are you aware of any termite/pest control inspections or treatments for the property in the past?

72 21. Explain any "yes" answer that you give in this section:  
73 \_\_\_\_\_  
74 \_\_\_\_\_  
75

76 **STRUCTURAL ITEMS**

77 Yes No  
78

- 79 22. Are you aware of any movement, shifting, or other problems with walls, floors or foundations  
80 including any restrictions on how any space, other than the attic or roof, may be used as a result of  
81 the manner in which it was constructed?  
82
- 83 23. Are you aware if the property or any of the structures on it have ever been damaged by fire,  
84 smoke, wind or flood?  
85
- 86 24. Are you aware of any fire retardant plywood used in the construction?  
87
- 88 25. Are you aware of any current or past problems with driveways, walkways, patios, sinkholes, or  
89 retaining walls on the property?  
90
- 91 26. Are you aware of any present or past efforts made to repair any problems with the items in this  
92 section?  
93
- 94 27. Explain any "yes" answers that you give in this section. Please describe the location and nature of  
95 \_\_\_\_\_  
96 \_\_\_\_\_  
97

98 **ADDITIONS/REMODELS**

99 Yes No Unknown  
100

- 101 28. Are you aware of any additions, structural changes or other alterations to the structures on the  
102 property made by any present or past owners?  
103
- 104 29. Were the proper building permits and approvals obtained? Explain any "yes" answers you give in  
105 this section:  
106 \_\_\_\_\_  
107 \_\_\_\_\_  
108

109 **PLUMBING, WATER AND SEWAGE**

110 Yes No Unknown

- 111 30. What is the source of your drinking water?  Public  Community System   
112 Well on property  Other (explain) \_\_\_\_\_  
113
- 114 31. If your drinking water supply is not public have you performed any tests on the water?  
115 If so when? \_\_\_\_\_  
116 Attach a copy of or describe the results.  
117
- 118 32. Does the wastewater from any clothes washer, dishwasher, or other appliance discharge to any  
119 location other than the sewer, septic, or other system that services the rest of the property?  
120
- 121 33. When was well installed? \_\_\_\_\_  
122 Location of Well? \_\_\_\_\_  
123
- 124 34. Do you have a softener, filter, or other water purification system?  
125  Leased  Owned  
126 35. What is the type of sewage system?  Public Sewer  Private Sewer  Septic System  
127  Cesspool  Other (explain): \_\_\_\_\_  
128 36. If you answered "septic system," have you ever had the system inspected to confirm that it is a true  
129 septic system and not a cesspool?  
130
- 131 37. If Septic System, when was it installed? \_\_\_\_\_  
132 Location? \_\_\_\_\_  
133
- 134 38. When was the Septic System or Cesspool last cleaned and/or serviced? \_\_\_\_\_  
135 39. Are you aware of any abandoned Septic Systems or Cesspools on your property?  
136
- 137 39a. If "yes," is the closure in accordance with the municipality's ordinance? (explain):  
138 \_\_\_\_\_  
139
- 140 40. Are you aware of any leaks, backups, or other problems relating to any of the plumbing  
141 systems and fixtures (including pipes, sinks, tubs and showers), or of any other water or sewage  
142 related problems? If "yes," explain: \_\_\_\_\_  
143 \_\_\_\_\_  
144
- 145 41. Are you aware of any shut off, disconnected, or abandoned wells, underground water or sewage  
146 tanks, or dry wells on the property?  
147
- 148 42. Is either the private water or sewage system shared? If "yes," explain: \_\_\_\_\_  
149 \_\_\_\_\_
- 150 43. Water Heater:  Electric  Fuel Oil  Gas  
151 Age of Water Heater \_\_\_\_\_  
152
- 153 43a. Are you aware of any problems with the water heater?  
154 44. Explain any "yes" answers that you give in this section:  
155 \_\_\_\_\_  
156 \_\_\_\_\_  
157

158 **HEATING AND AIR CONDITIONING**

159 Yes No Unknown

- 160 45. Type of air conditioning:  
161  Central one zone  Central multiple zone  Wall/Window Unit  None  
162 46. List any areas of the house that are not air conditioned:  
163 \_\_\_\_\_  
164
- 165 47. What is the age of Air Conditioning System \_\_\_\_\_  
166 48. Type of heat:  Electric  Fuel Oil  Natural Gas  Propane  Unheated  Other  
167 49. What is the type of heating system? (for example, forced air, hot water or base board,  
168 radiator, steam heat) \_\_\_\_\_  
169

- 150 50. If it is a centralized heating system, is it one zone or multiple zones?  
 151 \_\_\_\_\_  
 152  51. Age of Furnace \_\_\_\_\_ Date of Last Service \_\_\_\_\_  
 153  52. List any areas of the house that are not heated:  
 154 \_\_\_\_\_  
 155    53. Are you aware of any tanks on the property, either above or underground, used to store fuel  
 156 or other substances?  
 157   54. If tank is not in use, do you have a closure certificate?  
 158   55. Are you aware of any problems with any items in this section? If "yes," explain:  
 159 \_\_\_\_\_  
 160 \_\_\_\_\_

161 **WOOD BURNING STOVE OR FIREPLACE**

- 162 Yes No Unknown  
 163   56. Do you have  wood burning stove?  fireplace?  insert?  Other  
 164   56a. Is it presently usable?  
 165    57. If you have a fireplace, when was the flu last cleaned? \_\_\_\_\_  
 166    57a. Was the flue cleaned by a professional or non-professional? \_\_\_\_\_  
 167    58. Have you obtained any required permits for any such item?  
 168   59. Are you aware of any problems with any of these items? If "yes," please explain:  
 169 \_\_\_\_\_  
 170 \_\_\_\_\_

171 **ELECTRICAL SYSTEM**

- 172 Yes No Unknown  
 173 60. What type of wiring is in this structure?  Copper  Aluminum  Other  Unknown  
 174 61. What amp service does it have?  
 175  60  100  150  200  Other  Unknown  
 176    62. Does it have 240 volt service? Which are present?  Circuit Breakers  Fuses or  Both?  
 177   63. Are you aware of any additions to the original service? If "yes" were the additions done  
 178 by a licensed electrician? Name and address:  
 179 \_\_\_\_\_  
 180 \_\_\_\_\_  
 181    64. If yes, were proper building permits and approvals obtained?  
 182   65. Are you aware of any wall switches, light fixtures or electrical outlets in need of repair?  
 183 66. Explain any "yes" answers you give in this section:  
 184 \_\_\_\_\_  
 185 \_\_\_\_\_  
 186 \_\_\_\_\_

187 **LAND (SOILS, DRAINAGE AND BOUNDARIES)**

- 188 Yes No Unknown  
 189   67. Are you aware of any fill or expansive soil on the property?  
 190   68. Are you aware of any past or present mining operations in the area in which the property is  
 191 located?  
 192   69. Is the property located in a flood hazard zone?  
 193   70. Are you aware of any drainage or flood problems affecting the property?  
 194    71. Are there any areas on the property which are designated as protected wetlands?  
 195   72. Are you aware of any encroachments, utility easements, boundary line disputes, or drainage or  
 196 other easements affecting the property?  
 197   73. Are there any water retention basins on the property or the adjacent properties?  
 198   74. Are you aware if any part of the property is being claimed by the State of New Jersey as land  
 199 presently or formerly covered by tidal water (Riparian claim or lease grant)? Explain:  
 200 \_\_\_\_\_  
 201 \_\_\_\_\_  
 202   75. Are you aware of any shared or common areas (for example, driveways, bridges, docks, walls,  
 203 bulkheads, etc.) or maintenance agreements regarding the property?  
 204 76. Explain any "yes" answers to the preceding questions in this section:  
 205 \_\_\_\_\_  
 206 \_\_\_\_\_  
 207   77. Do you have a survey of the property?  
 208 \_\_\_\_\_

209 **ENVIRONMENTAL HAZARDS**

- 210 Yes No Unknown  
 211   78. Have you received any written notification from any public agency or private concern informing  
 212 you that the property is adversely affected, or may be adversely affected, by a condition that exists  
 213 on a property in the vicinity of this property? If "yes," attach a copy of any such notice currently in  
 214 your possession.  
 215   78a. Are you aware of any condition that exists on any property in the vicinity which adversely affects,  
 216 or has been identified as possibly adversely affecting, the quality or safety of the air, soil, water,  
 217 and/or physical structures present on this property? If "yes," explain:  
 218 \_\_\_\_\_  
 219 \_\_\_\_\_  
 220   79. Are you aware of any underground storage tanks (UST) or toxic substances now or previously  
 221 present on this property or adjacent property (structure or soil), such as polychlorinated biphenyl  
 222 (PCB), solvents, hydraulic fluid, petro-chemicals, hazardous wastes, pesticides, chromium,  
 223 thorium, lead or other hazardous substances in the soil? If "yes," explain:  
 224 \_\_\_\_\_  
 225 \_\_\_\_\_  
 226   80. Are you aware if any underground storage tank has been tested? (Attach a copy of each test report  
 227 or closure certificate if available).



- 228    81. Are you aware if the property has been tested for the presence of any other toxic substances, such as  
 229 lead-based paint, urea-formaldehyde foam insulation, asbestos-containing materials, or others?  
 230 (Attach copy of each test report if available).  
 231 82. If "yes" to any of the above, explain:  
 232 \_\_\_\_\_  
 233 \_\_\_\_\_  
 234   82a. If "yes" to any of the above, were any actions taken to correct the problem? Explain:  
 235 \_\_\_\_\_  
 236 \_\_\_\_\_  
 237    83. Is the property in a designated Airport Safety Zone?  
 238

239 **DEED RESTRICTIONS, SPECIAL DESIGNATIONS, HOMEOWNERS ASSOCIATIONS/CONDOMINIUMS**  
 240 **AND CO-OPS**

- 241 Yes No Unknown  
 242   84. Are you aware if the property is subject to any deed restrictions or other limitations on how it may be  
 243 used due to its being situated within a designated historic district, or a protected area like the New  
 244 Jersey Pinelands, or its being subject to similar legal authorities other than typical local zoning  
 245 ordinances?  
 246   85. Is the property part of a condominium or other common interest ownership plan?  
 247   85a. If so, is the property subject to any covenants, conditions, or restrictions as a result of its being part  
 248 of a condominium or other form of common interest ownership?  
 249   86. As the owner of the property, are you required to belong to a condominium association or  
 250 homeowners association, or other similar organization or property owners?  
 251   86a If so, what is the Association's name and telephone number?  
 252 \_\_\_\_\_  
 253    86b. If so, are there any dues or assessments involved? If "yes," how much? \_\_\_\_\_  
 254   87. Are you aware of any defect, damage, or problem with any common elements or common areas that  
 255 materially affects the property?  
 256   88. Are you aware of any condition or claim which may result in an increase in assessments or fees?  
 257    89. Since you purchased the property, have there been any changes to the rules or by-laws of the  
 258 Association that impact the property?  
 259 90. Explain any "yes" answers you give in this section:  
 260 \_\_\_\_\_  
 261 \_\_\_\_\_  
 262

263  
 264 **MISCELLANEOUS**

- 265 Yes No Unknown  
 266   91. Are you aware of any existing or threatened legal action affecting the property or any condominium  
 267 or homeowners association to which you, as an owner, belong?  
 268   92. Are you aware of any violations of Federal, State or local laws or regulations relating to this  
 269 property?  
 270   93. Are you aware of any zoning violations, encroachments on adjacent properties, non-conforming  
 271 uses, or set-back violations relating to this property? If so, please state whether the condition is  
 272 pre-existing non-conformance to present day zoning or a violation to zoning and/or land use laws.  
 273 \_\_\_\_\_  
 274 \_\_\_\_\_  
 275   94. Are you aware of any public improvement, condominium or homeowner association assessments  
 276 against the property that remain unpaid? Are you aware of any violations of zoning, housing,  
 277 building, safety or fire ordinances that remain uncorrected?  
 278   95. Are there mortgages, encumbrances or liens on this property?  
 279   95a. Are you aware of any reason, including a defect in title, that would prevent you from conveying clear  
 280 title?  
 281   96. Are you aware of any material defects to the property, dwelling, or fixtures which are not disclosed  
 282 elsewhere on this form? (A defect is "material," if a reasonable person would attach importance to its  
 283 existence or non-existence in deciding whether or how to proceed in the transaction.) If "yes,"  
 284 explain: \_\_\_\_\_  
 285 \_\_\_\_\_  
 286   97. Other than water and sewer charges, utility and cable tv fees, your local property taxes, any special  
 287 assessments and any association dues or membership fees, are there any other fees that you pay on  
 288 an ongoing basis with respect to this property, such as garbage collection fees?  
 289 98. Explain any other "yes" answers you give in this section:  
 290 \_\_\_\_\_  
 291 \_\_\_\_\_  
 292  
 293  
 294

295 **RADON GAS** Instructions to  
 296 Owners By law (N.J.S.A. 26:2D-73), a property owner who has had his or her property tested or treated for radon gas may require  
 297 that information about such testing and treatment be kept confidential until the time that the owner and a buyer enter into a contract of  
 298 sale, at which time a copy of the test results and evidence of any subsequent mitigation or treatment shall be provided to the buyer.  
 299 The law also provides that owners may waive, in writing, this right of confidentiality. As the owner(s) of this property, do you wish  
 300 to waive this right?  
 301 Yes No  
 302   \_\_\_\_\_ (Initials) \_\_\_\_\_ (Initials)  
 303  
 304

305 If you responded "yes," answer the following questions. If you responded •no,• proceed to the next section.

306  
307 Yes No Unknown

- 308   99. Are you aware if the property has been tested for radon gas? (Attach a copy of each test  
309 report if available.)
- 310 100. Are you aware if the property has been treated in an effort to mitigate the presence of radon  
311 gas? (If "yes," attach a copy of any evidence of such mitigation or treatment.)
- 312   101. Is radon remediation equipment now present in the property?
- 313   101a. If "yes," is such equipment in good working order?

314  
315  
316 **MAJOR APPLIANCES AND OTHER ITEMS**

317 The terms of any final contract executed by the seller shall be controlling as to what appliances or other items, if any, shall be  
318 included in the sale of the property. Which of the following items are present in the property? (For items that are not present,  
319 indicate "not applicable.")

- 320  
321 Yes No Unknown N/A
- 322     102. Electric Garage Door Opener
- 323    102a. If "yes," are they reversible? Number of Transmitters \_\_\_\_\_
- 324     103. Smoke Detectors
- 325  Battery  Electric  Both How many \_\_\_\_\_
- 326  Carbon Monoxide Detectors How many \_\_\_\_\_
- 327 Location \_\_\_\_\_
- 328    104. With regard to the above items, are you aware that any item is not in working order?

329  
330 104a. If "yes," identify each item that is not in working order or defective and explain the nature of  
331 the problem:

332 \_\_\_\_\_

333 \_\_\_\_\_

- 334  
335     105.  In-ground pool  Above-ground pool  Pool Heater  Spa/Hot Tub

336     105a. Were proper permits and approvals obtained?

337     105b. Are you aware of any leaks or other defects with the filter or the walls or other structural or  
338 mechanical components of the pool or spa/hot tub?

339     105c. If an in-ground pool, are you aware of any water seeping behind the walls of the  
340 pool?

341 106. Indicate which of the following may be included in the sale? (Indicate Y for yes N for  
342 no.)

- 343  Refrigerator
- 344  Range
- 345  Microwave Oven
- 346  Dishwasher
- 347  Trash Compactor
- 348  Garbage Disposal
- 349  In-Ground Sprinkler System
- 350  Central Vacuum System
- 351  Security System
- 352  Washer
- 353  Dryer
- 354  Intercom
- 355  Other

356   107. Of those that may be included, is each in working order? If "no," identify each item not in  
357 working order, explain the nature of the problem:

358 \_\_\_\_\_

359 \_\_\_\_\_

360  
361  
362 **ACKNOWLEDGMENT OF SELLER**

363 The undersigned Seller affirms that the information set forth in this Disclosure Statement is accurate and complete to the  
364 best of Seller's knowledge, but is not a warranty as to the condition of the Property. Seller hereby authorizes the real estate  
365 brokerage firm representing or assisting the seller to provide this Disclosure Statement to all prospective buyers of the Property,  
366 and to other real estate agents. Seller alone is the source of all information contained in this statement. If the Seller relied upon  
367 any credible representations of another, the Seller should state the name(s) of the person(s) who made the representation(s) and  
368 describe the information that was relied upon.

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379 SELLER DATE

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382 **EXECUTOR, ADMINISTRATOR, TRUSTEE**

383 (If applicable). The undersigned has never occupied the property and lacks personal knowledge necessary to complete this  
384 Disclosure Statement.

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397 **RECEIPT AND ACKNOWLEDGMENT BY PROSPECTIVE BUYER**

398 The undersigned Prospective Buyer acknowledges receipt of this Disclosure Statement prior to signing a Contract of  
399 Sale pertaining to this Property. Prospective Buyer acknowledges that this Disclosure Statement is not a warranty by Seller and  
400 that it is Prospective Buyer's responsibility to satisfy himself or herself as to the condition of the Property. Prospective Buyer  
401 acknowledges that the Property may be inspected by qualified professionals, at Prospective Buyer's expense, to determine the  
402 actual condition of the Property. Prospective Buyer further acknowledges that this form is intended to provide information  
403 relating to the condition of the land, structures, major systems and amenities, if any, included in the sale. This form does not  
404 address local conditions which may affect a purchaser's use and enjoyment of the property such as noise, odors, traffic volume,  
405 etc. Prospective Buyer acknowledges that they may independently investigate such local conditions before entering into a binding  
406 contract to purchase the property. Prospective Buyer acknowledges that he or she understands that the visual inspection  
407 performed by the Seller's real estate broker/broker-salesperson/salesperson does not constitute a professional home inspection as  
408 performed by a licensed home inspector  
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414 PROSPECTIVE BUYER

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425 **ACKNOWLEDGMENT OF REAL ESTATE BROKER/BROKER-SALESPERSON/SALESPERSON**

426 The undersigned Seller's real estate broker/broker-salesperson/ salesperson acknowledges receipt of the Property  
427 Disclosure Statement form and that the information contained in the form was provided by the Seller.  
428 The Seller's real estate broker/broker-salesperson/salesperson also confirms that he or she visually inspected the  
429 property with reasonable diligence to ascertain the accuracy of the information disclosed by the seller, prior to providing a copy  
430 of the property disclosure statement to the buyer.  
431 The Prospective Buyer's real estate broker/broker-salesperson/ salesperson also acknowledges receipt of the Property  
432 Disclosure Statement form for the purpose of providing it to the Prospective Buyer.  
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439 PROSPECTIVE BUYER'S REAL ESTATE  
440 BROKER / BROKER - SALESPERSON /  
441 SALESPERSON

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446 SELLER'S REAL ESTATE BROKER/  
447 BROKER-SALESPERSON/SALESPERSON

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**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 / /