

Consumer Information Statement...

Real Estate Relationships In New Jersey

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 or 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 deal 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 to 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 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

For the Sellers and Landlords

By signing this Consumer Information Statement, I acknowledge that I received this Statement from Dennis J Zisa & Assoc prior to discussing my motivation to sell or lease or my desired selling or leasing price with one of its representatives. (Name of Brokerage Firm)

Seller/Landlord: _____ Date: _____

For the Buyers and Tenants

By signing this Consumer Information Statement, I acknowledge that I received this Statement from Dennis J Zisa & Assoc prior to discussing my motivation or financial ability to buy or lease with one of its representatives. (Name of Brokerage Firm)

Buyer/Tenant: _____ Date: _____

DECLARATION OF BUSINESS RELATIONSHIP

I, _____, as an authorized representative of Dennis J. Zisa & Associates Inc., (Name of Licensee) (Name of Brokerage Firm)

intend, as of this time, to work with you as a:

- [] Seller's Agent Only [] Buyer's Agent Only [x] Seller's Agent and Disclosed Dual Agent if the opportunity arises
[] 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.

The New Jersey Real Estate Commission, CN 328, Trenton, NJ 06525-0325, Gloria Decker, Executive Director (rev. 8/98)

MLS # _____

NEW JERSEY RESIDENTIAL LISTING AGREEMENT - SALE/LEASE

Exclusive Listing Agreement dated: _____ between
Seller: _____
Seller's Address: _____ and
Broker(Agency): _____ Dennis J. Zisa & Associates Inc.
Agency Address: _____ 1213 S. 10th Street Camden, N.J. 08104
Agency Phone: _____ (856) 541-2228

1) In consideration of BROKER listing and attempting to obtain a purchaser or tenant for SELLER'S property known as: _____ the SELLER appoints
BROKER exclusive agent and gives BROKER the sole and exclusive right to sell the property for \$ _____ or
for any other price and any terms to which the SELLER may consent; to lease or rent at an annual rate of _____
\$ _____, from this date until _____ and authorizes the BROKER to place BROKER'S
"For Sale", or "For Lease", and "Pending/ Under Contract" on the property, removing all others, and to take any other
reasonable actions to sell or lease the property.

2) MULTIPLE LISTING SERVICE

A) **Submission:** BROKER will electronically input or deliver this Agreement and the MLS Property Profile Form to TRE/M/D
and/or _____ MLS, within forty eight (48) hours of the effective date of the
listing, after all necessary signatures of SELLER have been obtained and the listing term has begun. BROKER is required to
electronically input or deliver to TRE/M/D, or other MLS provider within three (3) business days, all changes of status to this
Agreement, including the reporting of Under Contract, Pending Contract, Settled (including sale price), Withdrawn or
Temporarily Withdrawn. Any change in listing price or other change in the original Agreement shall be made only when
authorized, in writing, by the SELLER.

B) Listing of Address and Display of Property on the Internet:

- 1. Seller Does authorize Does not authorize the listed Property to be displayed on the Internet.
- 2. Seller Does authorize Does not authorize the address of the listed Property to be displayed on the Internet.

Seller understands and acknowledges that, if the listed Property is not displayed on the Internet, consumers who conduct
searches for listings on the Internet will not see information about the listed Property in response to their search.

C) **Virtual Office Web Site(s):** There are many ways of marketing Properties electronically. Some brokers may use a
method called a virtual office web site (also known as a VOW), which is governed by specific rules and policies. The
has the right to control some elements of how the Property is displayed on a virtual office web site. If the Seller has
authorized "B" above to have Property displayed on the Internet, Seller elects to have the following features disabled or
discontinued for Seller's listing on a virtual office web site (check all that apply):

- Comments or reviews about Seller's listings, or a hyperlink to such comments or reviews, in immediate conjunction
with Seller's listing.
- Automated estimates of the market value of Seller's listing, or a hyperlink to such estimates, in immediate conjunction
with the Seller's listing.

D) **MLS Communication:** Listing broker shall communicate to the MLS all of Seller's elections made in "B" & "C" above.

3) **COMMISSION ON SALE OR LEASE:** Seller agrees to pay BROKER a commission of _____
_____ if the sale of this property, or any part of it, is made by BROKER or any cooperating AGENT, or
by SELLER or any person during the term of this Agreement, which commission shall be payable at final settlement. If the
premises are rented, the SELLER agrees to pay the listing BROKER a commission of _____
and a commission of _____ on each renewal of the lease. If during such tenancy, the tenant
at any time purchases the real estate, a commission of _____ shall be paid to the listing BROKER by
the SELLER. **As Seller You Have The Right To Individually Reach An Agreement On Any Fee, Commission Or Other
Valuable Consideration With Any Broker. No Fee, Commission Or Other Consideration Has Been Fixed By Any
Governmental Authority Or By Any Trade Association Or Multiple Listing Service.** Nothing herein is intended to prohibit
an individual BROKER from establishing a policy regarding the amount of fee, commission, or other valuable consideration to
be charged in transactions by the BROKER.

Initials Listing Agent _____ Initials Seller(s) _____

4) **BROKER PROTECTION:** A brokerage fee shall be paid if the property becomes subject to a written agreement of sale by the buyer and seller or their designees or is sold, conveyed, leased, or in any way transferred within _____ days after the termination or expiration of this Agreement, or any extension of it, to anyone to whom the BROKER has represented this property before final termination or expiration, provided SELLER has received written notice including the names of prospective Buyers before or upon termination or expiration of this Agreement or any extension of it. However, this protection does not apply if the property is subsequently listed with another real estate broker at the time of sale.

5) **OTHER OBLIGATIONS OF SELLER:** SELLER agrees to refer to BROKER every person who contacts SELLER directly during the term of this Agreement concerning this listing or the sale or lease of this property and to direct that all negotiations for the sale or lease shall be made through the BROKER named in this Agreement.

SELLER shall cooperate with BROKER in affording any prospective Buyer the opportunity of a full inspection of this property. SELLER states that they are the only owners of this property, that they have the legal right to list and sell it, and that they can and will sign those documents required to transfer good title at final settlement. SELLER states that the information given and listed on this Agreement and the MLS Property Data/Profile Form is complete and correct and will reimburse BROKER for any expense and/or loss resulting from relying on incomplete or incorrect information. SELLER states that their attention has been called to the Memorandum of the Attorney General regarding discrimination printed on the reverse side of this Agreement, and that they have read and received a copy of the Agreement and the MLS Property Profile Form. There are no agreements or conditions other than those stated in this Listing Agreement.

6) **Real Estate Relationships:** I, _____ (Name Of Licensee)
As An Authorized
Representative Of _____ **Dennis J. Zisa & Associates Inc.** _____ (Name Of Firm),
Intend, As Of This Time, To Work With You As A: (Indicate One)

- Seller's/Landlord's (Circle One) Agent Only
- Seller's/Landlord's (Circle One) Agent And Disclosed Dual Agent If The Opportunity Arises
- Seller's/Landlord's (Circle One) Agent On Properties On Which This Firm Is Acting As The Seller's Agent And Transaction Broker On Other Properties.
- Transaction Broker Only

7) **COMMISSION SPLITS:** LISTING BROKERS USUALLY COOPERATE WITH OTHER BROKERAGE FIRMS BY SHARING INFORMATION ABOUT THEIR LISTINGS AND OFFERING TO PAY PART OF THEIR COMMISSION TO THE FIRM THAT PRODUCES A BUYER. THIS IS GENERALLY REFERRED TO AS THE "COMMISSION SPLIT."

SOME LISTING BROKERS OFFER TO PAY COMMISSION SPLITS OF A PORTION OF THE GROSS COMMISSION, USUALLY EXPRESSED AS A PERCENTAGE OF THE SELLING PRICE, LESS A SIGNIFICANT DOLLAR AMOUNT. OTHER LISTING BROKERS OFFER A PORTION OF THE GROSS COMMISSION LESS ONLY A MINIMAL LISTING FEE OR LESS ZERO.

THE AMOUNT OF COMMISSION SPLIT YOUR BROKER OFFERS CAN AFFECT THE EXTENT TO WHICH YOUR PROPERTY IS EXPOSED TO PROSPECTIVE BUYERS WORKING WITH LICENSEES FROM OTHER BROKERAGE FIRMS.

ON THIS LISTING, THE BROKER IS OFFERING A COMMISSION SPLIT OF _____ MINUS _____ TO POTENTIAL COOPERATING FIRMS.

IF YOU FEEL THAT THIS MAY RESULT IN YOUR PROPERTY RECEIVING LESS THAN MAXIMUM EXPOSURE TO BUYERS, YOU SHOULD DISCUSS THOSE CONCERNS WITH THE LISTING SALESPERSON OR HIS/HER SUPERVISING BROKER.

BY SIGNING THIS LISTING AGREEMENT THE OWNER(S) ACKNOWLEDGE HAVING READ THIS STATEMENT ON COMMISSION SPLITS.

8) Seller/Landlord (Circle One) Authorizes The Listing Broker To Cooperate And Share Compensation With:

(A) Subagents ___Yes ___X No; (B) Buyer Brokers ___X Yes ___ No; (C) Transaction Brokers ___X Yes ___ No.

Listing Broker Offers The Following Commission To Subagents: _____ Buyer Brokers: _____ Transaction Brokers: _____

9) **CONSUMER INFORMATION STATEMENT:** By signing this agreement Sellers/Landlords (CIRCLE ONE) acknowledge that they received the Consumer Information Statement on New Jersey Real Estate Relationships.

Initials Listing Agent _____ Initials Seller(s) _____

10) **EXCLUSIONS:** Any equipment and /or extras listed on the attached MLS Property Profile Form are included in the sale price unless otherwise specified. The following items are specifically excluded:

11) **BINDING ON SUCCESSORS:** SELLER understands that the authority conferred upon the BROKER by this Agreement cannot be withdrawn during the term of this Agreement and shall be binding upon the heirs, executors, administrators, personal representatives, and assigns of the SELLER.

12) **OTHER CONTRACT PROVISIONS:** _____

13) **SELLER PROPERTY DISCLOSURE:** A SELLER-prepared property disclosure form IS/IS NOT (circle one) available for review by prospective Buyers.

14) **ADDITIONAL SALES TERMS:**

A) **Bank Owned / REO** ____Yes ____No A Property owned by a bank or other lender (collectively, a "Lender") may have been acquired through a foreclosure sale.

B) **Third Party Approval** ____Yes ____No A Lender must approve the sales price and the amount or rate of commission because the owners do not have the resources to satisfy the outstanding mortgage and other liens, if any.

C) **Short Sale** ____Yes ____No The proceeds will fall short of what the Seller still owes on the outstanding mortgage and other liens, if any.

15) **LOCKBOX AUTHORIZATION:** Supra Electronic Lockbox ____Yes____No Combination Lockbox ____Yes____No

SELLER authorizes BROKER to place a Supra Electronic or Combination Lockbox (as checked above) at the property.

SELLER acknowledges that the main differences between Supra Electronic and Combination Lockboxes are as follows:

(a) a Supra Electronic Lockbox requires a special registered electronic key to open the lockbox and release the shackles, allows viewing of showing agent's name and phone number, is capable of receiving showing notice and e-mail when opened, allows viewing of showing activity details on Supra Web, and can be set to control lockbox access hours; and

(b) a Combination Lockbox does not require a special registered electronic or any other type of key to open, its combination is set by the listing agent of the BROKER and is given to other showing agents, does not record the showing agent's name and phone number or when the lockbox is opened, and cannot be set to control access hours.

SELLER further acknowledges and agrees that Supra Electronic or Combination Lockboxes may be compromised or circumvented resulting in personal injury or property damage or loss by burglary or otherwise. BROKER and associates of the BROKER are not insurers against personal injury or property damage or loss incurred by SELLER or others at the property and SELLER is advised to safeguard or remove valuables now located within the property and to verify the existence of or obtain insurance through an insurance agent of SELLER's choice against the risks of personal injury or property damage or loss of personal property.

If a tenant(s) occupies the property, then SELLER will obtain the tenant(s)' consent to this authorization on the attached Exhibit A.

SELLER hereby releases and agrees to indemnify, defend and hold BROKER harmless from and against any and all claims or losses arising from or in connection with the use of the Supra Electronic or Combination Lockbox at the property.

16) **THIS IS A LEGAL BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.**

To indicate their agreement, the SELLER and AGENT and/or BROKER have completed and signed this contract. All parties necessary to legally convey the property must sign.

DO NOT SIGN THIS LISTING AGREEMENT UNLESS PROPERLY DATED.

LISTING AGENT: _____

Date Signed: _____

SELLER: _____

Date Signed: _____

E-Mail Address: _____

Cell Phone: _____

SELLER: _____

Date Signed: _____

E-Mail Address: _____

Cell Phone: _____

Home Phone: _____

Appointment Phone: _____

Exhibit A

Tenant's Consent to Supra Electronic or Combination Lockbox

The owner ("SELLER") of property known as _____ has authorized
_____ Dennis J. Zisa & Associates Inc. ("BROKER") to place a Supra Electronic or Combination Lockbox at the
property.

The undersigned tenant(s) acknowledges and agrees that Electronic or Combination Lockboxes may be compromised or circumvented resulting in personal injury or property damage or loss by burglary or otherwise. BROKER and associates of the BROKER are not insurers against possible personal injury or property damage or loss incurred by the undersigned tenant(s) or others at the property.

The undersigned tenant(s) is advised to safeguard or remove valuables now located within the property and to verify the existence of or obtain personal insurance through an insurance agent of the undersigned tenant's choice against the risks of personal injury or property damage or loss of personal property during the period that a Supra Electronic or Combination Lockbox is placed at the property.

The undersigned tenant(s) has read, understands and approves the provisions of this consent and authorizes placement of a Supra Electronic or Combination Lockbox at the property.

TENANT: _____ **Date Signed:** _____

E-Mail Address: _____ **Cell Phone:** _____

Home Phone: _____ **Appointment Phone:** _____

TENANT: _____ **Date Signed:** _____

E-Mail Address: _____ **Cell Phone:** _____

Home Phone: _____ **Appointment Phone:** _____



CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

State of New Jersey
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION ON CIVIL RIGHTS
P.O. BOX 089
Trenton, NJ 08625-0089

JOHN J. HOFFMAN
Acting Attorney General

CRAIG SASHIHARA
Director

TO: Property Owners
FROM: John J. Hoffman, Acting Attorney General, State of New Jersey
Craig Sashihara, Director, Division on Civil Rights
DATE: August 2013
SUBJECT: Housing Discrimination Laws

The rules of the New Jersey Real Estate Commission require every licensed broker or salesperson with whom you are listing your property to give you a copy of this notice. The purpose is to help you comply with the New Jersey Law Against Discrimination (the "LAD") and federal laws that prohibit discrimination in the sale or rental of real property.

In New Jersey, it is illegal to discriminate against a prospective or current buyer or tenant because of race, creed, color, national origin, sex, gender identity or expression, marital status, civil union status, affectional or sexual orientation, familial status, actual or perceived physical or mental disability, ancestry, nationality, domestic partner status, or source of lawful income used for mortgage or rental payments. It is also illegal to place any advertisement or make any statements or utterances that express, directly or indirectly any limitations to offer housing based on any of those characteristics.

State and federal housing laws apply 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 LAS:

- Discrimination based on "source of lawful income used for mortgage or rental payments," means, for example, that a land lord cannot reject a prospective tenant because he or she intends to rely on a Section 8 rental voucher, FEMA voucher issued to Superstorm Sandy victims, or other types of rent subsidy.
- A "No Pets" rule cannot be enforced to prevent a person with a disability from using a service animal such as a guide dog. A landlord may not charge a tenant with a disability an extra fee for keeping a service animal.
- Discrimination based on "familial status" prohibits discrimination against families with a child or children under 18 years old, and includes pregnant women.

- 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 full enjoyment of the premises.

Penalties. If you commit a discriminatory housing practice that violates the LAD, you may be subject to penalties not exceeding \$10,000 for a first violation, not exceeding \$25,000 for a second violation within five years of the first offense, and not exceeding \$50,000 for two or more violations within seven years.

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

Brokers. The broker or salesperson with whom you list your property must transmit to you every written offer he/she receives on your property. Brokers and salespersons are licensed by the New Jersey Real Estate Commission and their activities are subject to the 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 based on any of the protected classes.

Exemptions. The sale of rental of property (including open land) whether for business or residential purposes, is covered by the LAD. In most cases, the following sales or rentals are exempt from the LAD¹:

- Renting one apartment in a two-family dwelling if the owner lives in the other apartment.
- Renting a room or rooms in a one-family dwelling if the owner lives in the same dwelling.
- A religious organization can give preference to persons of the same religion when selling or renting real property.
- In certain types of housing designated for older persons, it is not unlawful to discriminate based on familial status.

For more information about the LAD and Fair Housing Amendments Act of 1988, or if you have other questions about discrimination in the sale of rental of real property, including how to report a complaint, please review our website www.NJCivilRights.gov or call our Housing Hotline at (866) 405-3050. Please contact us if you would like the Division of Civil Rights to provide training on the subject of housing discrimination. Thank you.



John Jay Hoffman
Acting Attorney General



Craig Sashihara
Director, Division on Civil Rights

¹ Discrimination in connection with some of the transactions covered by these exemptions may nevertheless be prohibited under the *Federal Civil Rights Act of 1866*, 42 U.S.C. 1981, 1982.

LISTING CHANGE FORM

Date: Office ID#: MLS#:
Property Address: Township:
Parcel ID#: County:

Status Changes

* Signature of Owner(s) are Required

* Price Change / Old Price: New Price:
* Extension / Old Date: New Expiration Date:
* Back on Market / Reason:
* Other Changes / Commission, Bonus, etc.:

Owner / Date Owner / Date
Agent ID Agent / Manager / Broker

Office Changes

Pending Contract / Continue to Show Contract Date:
Under Contract / Date: Proposed Settlement Date:
Sold Price \$ Sold Date:
Co-op Agent ID# Co-op Agent:
Co-op Office ID# Co-op Office:
Sellers Concessions & Terms:
Points \$ Closing Costs \$ Repair / Allow \$

* Withdrawn:

Withdrawn From the Real Estate Market

It is clearly understood and agreed that the SOLE PURPOSE OF THIS WITHDRAWAL NOTICE IS THE REMOVAL OF THE ABOVE PROPERTY FROM THE ACTIVE REAL ESTATE MARKET. This withdrawal does not release the parties from the remaining time periods covered by the term of the original Listing Agreement or any extension thereof. If the above property should be sold within the time period of the original Listing Agreement, or any extension thereof, the undersigned owners understand and agree that they are required to pay the commission as agreed in the original Listing Agreement or any change thereof. If the property owner decides to once again make the property available for sale, within the period of the original Listing Agreement, or any extension thereof, the above property will be re-activated by the original Listing Broker to an Active/Back on the Market Status with the Multiple Listing Service. This authorization, the receipt of a copy of which is hereby acknowledged, is hereby made a part of the original Listing Agreement, all parties in ownership must sign.

Owner / Date Owner / Date
Agent ID Agent / Manager / Broker

Release From Listing Agreement

By mutual agreement of the undersigned parties, the Listing Agreement covering the above-described property has been terminated and the parties have released each other from any obligations in connection therewith. All parties in ownership must sign this release.

Owner / Date Owner / Date
Agent ID Agent / Manager / Broker



NEW JERSEY ASSOCIATION OF REALTORS® STANDARD FORM OF
INFORMED CONSENT TO DUAL AGENCY



(SELLER)

Property Address: _____

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

Seller 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 Seller's Agent's advice, and their respective interests may be adverse to each other. Therefore, when acting as a Disclosed Dual Agent, Seller's Agent will not represent the interests of Buyer to the exclusion or 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 of Buyer.

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

For example, Seller acknowledges that Seller's Agent, as a Disclosed Dual Agent, is not permitted, under law, to disclose to either Seller or Buyer any confidential information which has been, or will be communicated to Seller's Agent by either of the parties to the transaction. Moreover, Seller'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 Seller'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 Seller's Agent to advise 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 obtained from or about the other party.

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

Name of Licensee AS AN AUTHORIZED REPRESENTATIVE OF

Name of Firm INTEND, AS OF THIS TIME, TO WORK WITH YOU (SELLER)
AS A SELLER'S AGENT AND DISCLOSED DUAL AGENT IF THE OPPORTUNITY ARISES.

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

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

Seller's Signature

Brokerage Firm

Seller's Signature

Address

City, State, Zip Code

Date

Salesperson's Signature

**DISCLOSURE OF INFORMATION ON LEAD - BASED PAINT AND
LEAD - BASED PAINT HAZARDS**

(Home Sales)

Lead Warning Statement

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 paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

_____ (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 provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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

Purchaser's Acknowledgment (initial)

_____ (c) Purchaser has received copies of all information listed above.

_____ (d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

_____ (e) 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.

Agent's Acknowledgment (initial)

_____ (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date

FORM # 004 (3/98)

"TIME OF LISTING" INFORMATION

OWNER'S INFORMATION

NAME: _____

ADDRESS _____

HOUSE PH: _____ CELL PH: _____

WORK PH: _____ FAX #: _____

E-MAIL ADDRESS: _____

PROPERTY INFORMATION CHECKLIST

_____ COPY OF DEED

_____ COPY OF TAX BILL (STUB)

_____ COPY OF POWER OF ATTORNEY/WILL

_____ APPROX. MORTGAGE BALANCE _____ (notate if paid off)

_____ COPY OF INSURANCE DEC. PAGE

_____ COPY OF RECENT MORTGAGE BILL W/ BANK INFO.

TENANT INFORMATION

(put additional tenant info on back)

NAME: _____ UNIT: _____

PHONE #: _____ BEST TIME TO CALL: _____

RENT AMT: _____ SECURITY DEPOSIT AMT: _____

LEASES AVAILABLE? Y / N KEYS AVAILABLE? Y / N