

## **Instructions for Filling Out Real Estate/Listing Agreement**

1. In the section labeled **INFORMATION BOX**, fill in:

Owner's  
Owner's Address  
Owner's Telephone  
Fax# (if applicable)  
Property (address of property being sold)  
Listing Price - Sale

2. In the section labeled **TERM OF AGREEMENT**, "Commencement Date" will be the date the listing will be placed in the multiple listing system, so add this date when all paperwork is complete and ready to be sent to us. The "Expiration Date" will be 6 months from the commencement date.

3. In the **OFFER OF COOPERATION / COMPENSATION BOX**, the lines labeled "TO: BUYER BROKERS" is checked yes, meaning that you will be offering a commission to these agents who bring a contract that you accept. This is required to list on the MLS. In the line labeled "Compensation" put in the amount you are willing to pay. **In New Jersey, Real Estate Commissions are Negotiable.**

4. Midway down the form in the paragraph labeled "4.", there is a blank space where you need to fill in what commission you will be offering to the buyer's agent. There is a fee of \$150. deducted from a buyer's agent commission paid to EZ Flat Fee Realty, LLC. This will not be charged to you if you sell the property yourself.

5. In the paragraph labeled "5.", on the line starting with "Sale Commission" fill in the flat fee amount being paid to list your home and fill in the commission you will be offering to the selling agent.

6. At the bottom of the first page there is the section labeled "Owners". Please sign and date.

7. Once we receive the fully completed and signed paperwork, we will sign it and send it back to you by email in a .pdf for you to print out and keep for your records.



REAL ESTATE LISTING/COMMISSION AGREEMENT
GSMLS, LLC

1. THE FOLLOWING TERMS ARE DEFINED IN THE BOX BELOW AND WHEN MENTIONED IN THIS AGREEMENT SHALL MEAN:

INFORMATION BOX:
"Owner(s)" or ("You")
Owner's Address
Owner's Tele #
Fax #
"Listing Broker"
Broker's Add.
"Service" or "GSMLS"

TERM OF AGREEMENT:
From "Commencement Date"
To "Expiration Date"

DISCLOSURE OF BUSINESS RELATIONSHIP BOX:
OFFER OF COOPERATION / COMPENSATION BOX:
TO: SUBAGENTS
TO: BUYER BROKERS
TO: TRANSACTION BROKERS

The Owner does not authorize the Listing Broker to place a GSMLS Lockbox on the Property to aid in the showing of the Property.

2. GRANT OF EXCLUSIVE RIGHT TO SELL, LEASE, EXCHANGE OR OTHERWISE TRANSFER AND TO MULTIPLE LIST PROPERTY.
In consideration of the Listing Broker listing and endeavoring to find Buyers/Tenants for the Property at the Listing Price, the OWNER, (or their legally authorized representative) grants the Listing Broker the exclusive right to sell, lease, exchange or otherwise transfer the Property, at the Listing Price and on the terms as stated in this Agreement, or upon such other Price and/or terms as may be acceptable to the Owner.

3. COMMISSION OR FEE DISCLOSURE.
"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."

4. 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.

5. PAYMENT OF COMMISSION FOR SALE/LEASE, AGENCY ARRANGEMENTS.
The Owner agrees to pay the Listing Broker (or as the Listing Broker may direct) a commission if the Property is sold, leased, exchanged or otherwise transferred by/through the Listing Broker, or through any other source (including the direct sale/lease by the Owner) before the Expiration Date.

6. BROKER PROTECTION
Owner agrees to pay the Listing Broker the Commission if the Owner, acting on the Owner's own behalf, within 90 days after the Expiration Date conveys or agrees to convey the Property to any Buyer shown the Property by the Listing Broker or any person during the term of this Listing Agreement.

(ADDITIONAL CONTRACTUAL PROVISIONS ARE ON THE REVERSE SIDE OF THIS PAGE, PLEASE REVIEW)

Listing Agent (L.S.)
Owner (L.S.)
LA ID # 256025
Owner (L.S.)
Accepted By: Authorized Representative (L.S.)
Owner (L.S.)
Broker ID # 3557
Owner (L.S.)

**REAL ESTATE LISTING/COMMISSION AGREEMENT  
GSMLS,LLC**

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**7. OWNERSHIP LIABILITY**

The owner(s) hold harmless the Listing and Cooperative Brokers against loss or damage resulting directly from any condition of the Property not disclosed to the Listing Broker or from the Owner's use of/or acts in the showing and inspection of the Property.

**8. OWNERSHIP, LIENS, AND MORTGAGE**

The Owner(s) represent that they are the sole owner(s) of the Property, the Owner(s) have the legal right to sell or lease the Property and that to the best of their knowledge they have Marketable Title to the Property. The Owner(s) further represent that after a sale at the Listing Price there will be sufficient proceeds to discharge all liens and encumbrances and to pay the Commission stated in this Agreement. The Owner(s) are not aware of any environmental hazards or proceedings regarding such hazards which are now pending or threatened with regard to the Property.

**9. ACKNOWLEDGEMENT OF COPY OF ATTORNEY GENERAL'S LETTER**

The Owner acknowledges that the Attorney General's Summary of the New Jersey Law Against Discrimination has been provided and the Owner has reviewed and agrees to the terms and conditions of the law.

**10. SIGN AUTHORIZATION**

The Owner authorizes the Listing Broker to place a real estate sign on the Property. The Owner agrees not to place Owner's or any other "For Sale/For Lease" sign on the Property during the term of this Agreement.

**11. REFERRING INTERESTED BUYERS TO BROKER /NEGOTIATIONS THROUGH LISTING BROKER**

The Owner shall refer to the Listing Broker every prospective Buyer/Tenant who contacts the Owner during the term of this Agreement. The Owner directs that all negotiations for the purchase or lease of the Property shall be conducted through the Listing Broker.

**12. NOT CURRENTLY LISTED**

The Owner represents that the Property is not currently Listed with any other Broker.

**13. ACCURACY OF INFORMATION**

The information contained in this Agreement and on the attached Listing Input Sheets has been furnished by the Owner who states it is correct to the best of Owner's knowledge and belief, and the compilation by the Broker for the SERVICE is not to be deemed a representation as to the accuracy of the information provided.

**14. ACKNOWLEDGEMENT OF RECEIPT OF FULLY SIGNED AGREEMENT**

The Owner acknowledges that this Agreement has been read by the Owner. The Owner understands its contents, has received a copy of this Agreement and the Consumer Information Statement on New Jersey Real Estate Relationships at the time Owner has signed this Agreement. The attached Listing Input Sheets have been read by and are approved as accurate by the Owner.



JON S. CORZINE  
Governor

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

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

DATE: April 2008  
TO: Real Estate Agents, Brokers, and Owners of Real Property in New Jersey  
FROM: Anne Milgram, Attorney General, State of New Jersey  
J. Frank Vespa-Papaleo, Director, New Jersey Division on Civil Rights  
SUBJECT: New Jersey Law Against Discrimination and Federal Fair Housing Laws

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

Together, the LAD and the federal Fair Housing Amendments Act of 1988 prohibit you from discriminating against a prospective buyer or tenant because of his/her race, creed, color, national origin, sex, gender identity or expression, marital status, civil union status, affectional or sexual orientation, familial status, actual or perceived physical or mental disability, ancestry, nationality, and domestic partner status. (Note: "familial status" refers to families with a child or children under 18 years old and/or pregnant women. "Disability" includes persons afflicted with AIDS or HIV or perceived to be afflicted with AIDS.) The LAD also prohibits housing discrimination based on the source of lawful income or source of lawful rent or mortgage payment a tenant or purchaser uses. This means, for example, that **a landlord cannot deny the lawful recipient of a Section 8 HUD voucher the right to rent an apartment because of that source of lawful rent payment on which that person relies.**

The following are some of the requirements that apply to the sale or rental of real property:

1. All persons, regardless of their membership in one of the protected classes stated above or source of lawful income used for rent or mortgage payments, are entitled to equal treatment in the terms, conditions or privileges of the sale or rental of any real property (e.g., it is illegal to deny that housing is available for inspection, sale or rent when it really is available);
2. No discriminatory advertising of any kind relating to the proposed sale or rental is permitted;
3. The broker or salesperson with whom you list your property must refuse the listing if you indicate any intention of discriminating on any of the aforesaid bases;
4. The broker or salesperson with whom you list your property must transmit to you every written offer he/she receives on your property;
5. Any provision in any lease or rental agreement prohibiting maintenance of a pet or pets on the premises is not applicable to a service or guide dog owned by a tenant who is disabled, blind, deaf or has another qualified disability;
6. A landlord may not charge a tenant with a disability an extra fee for keeping a service or guide dog; and
7. As landlord, you must permit a tenant with a disability, at that tenant's own expense, to make reasonable modifications to the existing premises if such modifications are necessary to afford such person full enjoyment of the premises.

The sale or rental of all property including open land, whether for business or residential purposes, is covered by the LAD, with the following exceptions:

1. The rental of a single apartment or flat in a two-family dwelling, the other occupancy unit of which is occupied by the owner as his/her residence at the time of such rentals;
2. The rental of a room or rooms to another person or persons by the owner or occupant of a one family dwelling occupied by him/her as his/her residence at the time of such rental;
3. In the sale, lease or rental of real property, preference given to persons of the same religion by a religious organization; and
4. The prohibition against discrimination on the basis of familial status does not apply to housing for older persons (as defined in the LAD at N.J.5A 10:5-5mm).

Note: The first two exceptions do **not** apply if the dwelling was built or substantially rebuilt with the use of public funds, or financed in whole or in part by a loan, or a commitment for a loan, guaranteed or insured by any agency of the federal government. The term "any agency of the federal government" includes, but is not limited to, the Federal Housing Administration (FHA) or the Veterans Administration (VA), which are most commonly used in such matters. Furthermore, discrimination in connection with some of the transactions covered by the above described exceptions may nevertheless be prohibited under the Federal Civil Rights Act of 1866 (42 U.S.C. 1981, 1982).

Brokers and salespersons are licensed by the New Jersey Real Estate Commission. Their activities are subject to the general real estate laws of the State and the Commission's own rules and regulations. The New Jersey Law Against Discrimination applies to all people in the State and is enforced by the New Jersey Division on Civil Rights, Office of the Attorney General, the Department of Law and Public Safety. Under the NJ Law Against Discrimination, Respondents who violated the law are subject to a penalty of up to \$10,000 for a first violation, up to \$25,000 for a second violation within the last 5 years, and up to \$50,000 for two or more violations within the last seven years.

Should you require additional information or have any questions, including how to report a complaint, please review the Division's Web site at [www.NJCivilRights.org](http://www.NJCivilRights.org) or contact the Division on Civil Rights Housing Hotline toll free at (866) 405-3050. Please contact the Division if you desire securing the services of a Division trainer on the subject of housing discrimination.

Sincerely yours,

ANNE MILGRAM  
Attorney General

J. FRANK VESPA-PAPALEO  
Director

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#### KEY BOX OPERATION

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.