



MLS # _____

NEW JERSEY EXCLUSIVE RESIDENTIAL LISTING AGREEMENT - SALE/LEASE

New Jersey Exclusive Residential Listing Agreement dated: _____ between
SELLER/LANDLORD: _____
SELLER'S/LANDLORD'S Address: _____ and
BROKER (Agency): _____
Agency Address: _____
Agency Phone: _____

1) PROPERTY BEING LISTED: In consideration of BROKER listing and attempting to obtain a buyer/tenant for SELLER'S/LANDLORD'S property known as: _____ (the "Property") SELLER/LANDLORD 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 SELLER/LANDLORD may consent; to lease or rent at an annual rate of \$ _____ or for any other rate and any terms to which SELLER/LANDLORD may consent, from this date until _____ and authorizes BROKER to place BROKER'S "For Sale", or "For Lease", and "Pending/ Under Contract" signs 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 Bright MLS and/or _____ MLS, within forty eight (48) hours of the effective date of the listing, after all necessary signatures of SELLER/LANDLORD have been obtained and the listing term has begun. BROKER is required to electronically input or deliver to Bright MLS, and/or other MLS providers within Three (3) business days, all changes of the status to this Agreement, including the reporting of Under Contract, Pending Contract, Settled (including sale price), Withdrawn or Temporarily Withdrawn.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 SELLER/LANDLORD.

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

- 1. SELLER/LANDLORD Does authorize Does not authorize the Property to be displayed on the Internet.
- 2. SELLER/LANDLORD Does authorize Does not authorize the address of the Property to be displayed on the Internet.

SELLER/LANDLORD understands and acknowledges that, if the Property is not displayed on the Internet, consumers who conduct searches for listings on the Internet will not see information about the 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. SELLER/LANDLORD has the right to control some elements of how the Property is displayed on a virtual office web site. If SELLER has authorized in "B" above to have the Property displayed on the Internet, SELLER/LANDLORD elects to have the following features disabled or discontinued for SELLER'S/LANDLORD'S listing on a virtual office web site (check all that apply):

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

D) MLS Communication: BROKER shall communicate to the MLS all of SELLER'S/LANDLORD'S elections made in "B" & "C" above.

3) **COMMISSION ON SALE OR LEASE:** SELLER/LANDLORD 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 BROKER, or by SELLER/LANDLORD or any other person or entity, or the Property is the subject of an offer or under contract, during the term of this Agreement, which commission shall be payable at final settlement. If the Property is rented, the SELLER/LANDLORD agrees to pay BROKER a commission of _____, and a commission of _____ on each renewal of the lease which commission shall be payable upon execution and delivery of a lease, license or similar occupancy agreement all parties. If, during such tenancy, the tenant at any time purchases the Property, a commission of _____ shall be paid to BROKER by SELLER/LANDLORD which commission shall be payable at final settlement. SELLER/LANDLORD agrees that the commission shall be a lien on the Property and on the purchase money proceeds.

AS SELLER/LANDLORD 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 individually establishing a policy regarding the amount of fee, commission, or other valuable consideration to be charged in transactions by the broker.

4) **BROKER PROTECTION:** A brokerage fee shall be paid if the Property becomes subject to a written agreement of sale or lease by the buyer and SELLER/LANDLORD or their designees or is sold, conveyed, leased, rented or in any way transferred within _____ days after the termination or expiration of this Agreement, or any extension of it, to anyone to whom BROKER has shown this Property before final termination or expiration, provided SELLER/LANDLORD has received written notice including the names of prospective buyers/tenants before, upon or within ten (10) days after the termination or expiration of this Agreement or any extension of it. SELLER/LANDLORD agrees that, if an offer has been submitted, a binder has been paid or a contract of sale or lease has been signed during the term of this Agreement, a brokerage fee shall be paid if the offer, binder or contract is fully accepted or performed. However, the protection period in this section will terminate if the SELLER/LANDLORD signs a valid listing agreement with another broker to sell or lease the Property, whichever is applicable.

5) **OTHER OBLIGATIONS OF SELLER/LANDLORD:** SELLER/LANDLORD agrees to refer to BROKER every person who contacts SELLER/LANDLORD 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 BROKER.

SELLER/LANDLORD shall cooperate with BROKER in affording any prospective buyer/tenant the opportunity of a full inspection of this Property. SELLER/LANDLORD 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/LANDLORD 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/LANDLORD states that its attention has been called to the Memorandum of the Attorney General (the "Memorandum") regarding discrimination printed on the reverse side of this Agreement, and that they have read and received a copy of the Memorandum, this Agreement and the MLS Property Profile Form, and SELLER/LANDLORD agrees to abide by the Memorandum. There are no agreements or conditions other than those stated in this Listing Agreement.

SELLER/LANDLORD agrees to hold harmless and indemnify BROKER against loss or damage resulting directly or indirectly from any condition of the Property not disclosed to BROKER or from SELLER's/LANDLORD'S use of or acts in the showing or inspection of the Property.

6) **REAL ESTATE RELATIONSHIPS:** I, _____ (Name Of Licensee) as an authorized representative of _____ (Name Of Agency), intend as of this time, to work with you as a: (indicate one of the following):

- Seller's/Landlord's (Check One) agent only
- Seller's/Landlord's (Check One) agent and disclosed dual agent, if the opportunity arises
- Seller's/Landlord's (Check One) agent on properties on which this Agency is acting as the SELLER's/LANDLORD'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) **BROKER COOPERATION:** SELLER/LANDLORD authorizes BROKER to cooperate and share commission with:

(A) Subagents: Yes No (B) Buyer Brokers: Yes No (C) Transaction Brokers: Yes No

BROKER offers the following commission to Subagents: _____ Buyer Brokers: _____ Transaction Brokers: _____

(Note that, if SELLER/LANDLORD is waiving BROKER cooperating with other brokers, then a separate form waiving cooperation must be signed.)

9) **CONSUMER INFORMATION STATEMENT:** By signing this Agreement, SELLER/LANDLORD acknowledges that it received the Consumer Information Statement on New Jersey Real Estate Relationships.

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/LANDLORD understands that the authority conferred upon 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 SELLER/LANDLORD.

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 The Property is owned by a bank or other lender (collectively, a "Lender") and 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/or other liens, if any.

C) **Short Sale** Yes No The proceeds will fall short of what SELLER still owes on the outstanding mortgage and/or other liens, if any.

15) LOCKBOX AUTHORIZATION: Supra Electronic Lockbox: Yes No Combination Lockbox: Yes No

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

SELLER/LANDLORD 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/LANDLORD 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/LANDLORD or others at the property and SELLER/LANDLORD 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/LANDLORD'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/LANDLORD will obtain the tenant(s)' consent to this authorization on the attached Exhibit A.

SELLER/LANDLORD 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) PROPERTY NOT PRESENTLY LISTED: SELLER/LANDLORD represents that the Property is not presently listed with any other broker or subject to any protection period for any listing agreement with another broker that will not terminate upon the signing of this Agreement.

17) OWNERSHIP AND LIENS: SELLER/LANDLORD represent that it is the sole owner(s) of the Property, has the legal right to sell/lease the Property and that, to the best of its knowledge, has marketable title to the Property. SELLER/LANDLORD further represents that you do not know of any mortgages, other liens (including unpaid taxes) or encumbrances outstanding against the Property, except mortgages that it has disclosed, and, if the sale is at the Listing Price, there will be sufficient proceeds to discharge all liens and encumbrances and to pay the Commission stated in this Agreement at the closing. SELLER/LANDLORD is not aware of any environmental hazards or proceedings regarding such hazards that are pending or threatened with regard to the Property.

18) THIS IS A LEGAL BINDING CONTRACT. IF YOU DO NOT UNDERSTAND ANY PORTION OF IT, SEEK LEGAL ADVICE.

To indicate their agreement, the SELLER/LANDLORD and BROKER and/or Agent have completed and signed this Listing Agreement.

All parties necessary to legally convey or lease the Property must sign.

DO NOT SIGN THIS LISTING AGREEMENT UNLESS PROPERLY DATED AND UNTIL ALL TERMS HAVE BEEN FILLED IN.

BROKER/AGENT: _____

Date Signed: _____

SELLER/LANDLORD: _____

Date Signed: _____

E-Mail Address: _____

Cell Phone: _____

SELLER/LANDLORD: _____

Date Signed: _____

E-Mail Address: _____

Cell Phone: _____

Home Phone: _____

Appointment Phone: _____

Exhibit A

Tenant's Consent to Supra Electronic or Combination Lockbox

The owner(s) ("SELLER/LANDLORD") of property known as _____
_____ has authorized _____
("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:** _____

SAMPLE



State of New Jersey

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

ANDREW J. BRUCK
Acting Attorney General

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

TO: Property Owners

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

DATE: December 2021

SUBJECT: Housing Discrimination Laws

The New Jersey Real Estate Commission (REC) requires every licensed broker or salesperson with whom you list your property to give you a copy of this notice. The purpose is to help you comply with the New Jersey Law Against Discrimination (LAD) and the Fair Chance in Housing Act (FCHA) (effective January 1, 2022).

Law Against Discrimination:

Under the LAD, it is illegal to discriminate against a prospective or current buyer or tenant because of actual or perceived race, religion, national origin, nationality, ancestry, pregnancy or breastfeeding, sex, gender identity or expression, sexual orientation, familial status (defined as having care or custody of a child under age 18 or being pregnant), disability, liability for service in the Armed Forces of the United States, marital status, civil union status, or domestic partnership status. It is also illegal to discriminate against a prospective or current buyer or tenant because of any source of lawful income to be used for rental or mortgage payments. And it is illegal to make, print, or publish any statement, including print advertisements and online postings, expressing any preference, limitation, or discrimination based on any of those protected characteristics.

The LAD applies to a wide range of activities, such as advertising, selling, renting, leasing, subleasing, assigning, and showing property (including open land). Here are some issues that come up frequently in enforcing the LAD:

- The prohibition on discrimination based on source of lawful income means, for example, that a landlord cannot reject a prospective tenant because they intend to pay with subsidies or vouchers provided by federal, state, or local rental-assistance programs including Section 8 housing choice vouchers, COVID-19 Emergency Rental Assistance Program (CVERAP),



<http://www.njcivilrights.gov>
New Jersey is an Equal Opportunity Employer



State Rental Assistance Programs (SRAP), temporary rental assistance (TRA), Eviction Prevention Program (EPP), unemployment benefits, child support, alimony, and supplemental security income. A housing provider cannot advertise a property in any way that discriminates based on source of lawful income, including by posting advertisements that state, directly or indirectly, a refusal to accept, or express any limitation on, vouchers or subsidies. For example, advertisements that state “No Section 8,” “TRA not accepted,” or “This property not approved for Section 8” violate the LAD. In addition, housing providers must calculate any minimum income requirement, financial standard, or income standard based only on the portion of the rent to be paid by the tenant, rather than the entire rental amount.

- The LAD prohibits bias-based harassment in housing, including sexual harassment. If a tenant is being subjected to bias-based harassment that creates a hostile environment, and if the housing provider knew or should have known about it, the housing provider must take reasonable steps to stop it. That includes harassment by other tenants and by a housing provider's agents or employees. “Quid pro quo” sexual harassment-for example, where a building superintendent demands sex or sexual favors as a condition of making necessary repairs-is also prohibited.
- Housing providers must reasonably accommodate tenants with disabilities unless doing so would be an undue burden on their operations. For example, if a tenant shows they have a disability and that keeping an emotional support animal is necessary to afford them an equal opportunity to use and enjoy the dwelling, the housing provider must permit the emotional support animal, even despite a “no pets” policy, unless they can show that doing so would be an undue burden.
- A “no pets” rule cannot be enforced against a person with a disability who has a service or guide animal. A landlord may also not charge a tenant with a disability an extra fee for keeping a service or guide animal.
- Landlords must permit a tenant with a disability-at that tenant's own expense-to make reasonable modifications to the premises if such modifications are needed to give the tenant an equal opportunity to use or enjoy the dwelling.
- The LAD prohibits discrimination based on “familial status”-for example, discrimination against families with children under the age of 18 and pregnant people. Landlords similarly cannot use unreasonable occupancy restrictions to prevent families with children from moving in.
- Selectively inquiring about, or requesting information about and/or documentation of, a prospective tenant's or buyer's immigration or citizenship status because of the person's actual or perceived national origin, race, or ethnicity, or otherwise discriminating on such a basis, is a violation of the LAD.
- As explained in the U.S. Department of Housing and Urban Development's April 2016 Guidance document, because of widespread racial and ethnic disparities in the criminal justice system, blanket policies that make all individuals with any prior arrest or criminal conviction

ineligible to rent violate both the LAD and the federal Fair Housing Act because they have a disparate impact based on race or national origin and are not supported by a legitimate business necessity. And housing providers may not use criminal history as a pretext for intentionally discriminating based on race or national origin (for example, by applying criminal-record based restrictions against Black housing applicants but not white housing applicants).

Penalties. If you commit a discriminatory housing practice that violates the LAD, you may be subject to penalties up to \$10,000 for a first violation, up to \$25,000 for a second violation within five years of the first offense, and up to \$50,000 for two or more violations within seven years.

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

Brokers. The broker or salesperson with whom you list your property must transmit to you every written offer they receive on your property. Brokers and salespersons are licensed by the New Jersey Real Estate Commission and their activities are subject to the LAD as well as general real estate laws of the State and the Commission's own rules and regulations. The broker or salesperson must refuse your listing if you indicate an intent to discriminate on any basis prohibited by the LAD.

Fair Chance in Housing Act:

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

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

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

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

- If a housing provider chooses to consider an applicant's criminal history after a conditional offer, they may only consider:
 - Convictions for murder, aggravated sexual assault, kidnapping, arson, human trafficking, sexual assault, endangering the welfare of a child in violation of N.J.S.2C:24-4(b)(3);
 - Convictions for any crime that requires lifetime state sex offender registration;
 - Any 1st degree indictable offense, or release from prison for that offense, within the past 6 years;
 - Any 2nd or 3rd degree indictable offense, or release from prison for that offense, within the past 4 years; or
 - Any 4th degree indictable offense, or release from prison for that offense, within the past 1 year.
- For a conviction that can be considered, a housing provider must conduct an individualized analysis that includes:
 - Nature and severity of the offense(s)
 - Applicant's age at the time of the offense(s);
 - How recently the offense(s) occurred;
 - Any information the applicant provided in their favor since the offense(s);
 - If the offense(s) happened again in the future, whether that would impact the safety of other tenants or property; and
 - Whether the offense(s) happened on, or was connected to, property that the applicant had rented or leased
- If the housing provider intends to consider criminal history as provided for under the FCHA after a conditional offer, they cannot accept an application fee before disclosing that fact to the applicant, and offering the applicant an opportunity to provide evidence of inaccuracies in their criminal record, other evidence of rehabilitation, or mitigating factors. This requirement can be fulfilled using the Model Disclosure Statement on DCR's website, found at https://www.njoag.gov/wp-content/uploads/2021/12/Model-Disclosure-Statement_12.14.21.pdf.
- If the housing provider withdraws a conditional offer based on criminal record, they must explain in writing their justification for doing so, which can be fulfilled using the Model Notice of Withdrawal on DCR's website, found at https://www.njoag.gov/wp-content/uploads/2021/12/Model-Notice-of-Withdrawal_12.15.21.pdf. An applicant can then request the information the housing provider relied upon, and can submit mitigating information or inaccuracies related to aspects of their criminal record which may be considered under the FCHA, which the housing provider must then consider.
- If the housing provider utilizes any vendor or outside person or entity to conduct a criminal record check on their behalf, they shall take reasonable steps to ensure that the vendor or outside person or entity is conducting the criminal record check consistent with the requirements of the FCHA. The housing provider will be liable under the FCHA for relying

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

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

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

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

For more information about the LAD, the FCHA, or if you have other questions about discrimination in the sale or rental of real property, including how to report a complaint, please visit www.NJCivilRights.gov or call our Housing Hotline at (866) 405-3050. DCR has a number of fair housing fact sheets that are available at <https://www.nj.gov/oag/dcr/housing.html>. Thank you.



Andrew J. Bruck
Acting Attorney General



Rosemary DiSavino
Deputy Director, Division on Civil Rights

DATE: _____

Licensed Broker or Salesperson:

Print name

Signature

Property Owner:

Print name

Signature