

# Coastline Realty

*Cape May, N.J. – Established 1974*

941 Columbia Ave., Cape May N.J. 08204 • (N 38° 56' 11.672 W 74° 54' 56.339) • Office: 609.884.5005 • Fax: 609.884.4620

Thank you for choosing our office as a rental agency for your property. We welcome the opportunity of offering your property for rent. Throughout the year we market to new and past tenants and are very excited for the opportunity to make your home available to them. In this package you will find the necessary paper work for us to market your property to our fullest extent.

Our office also offers traveler's insurance option to our tenants in an effort to protect owners from last minute cancelations. For tenants that choose to purchase that insurance, you will see a notation on lease and will not affect rental monies.

Our rental website, powered by Real Time Rental, offers the most advanced technology and gives us the ability to load up to 20 photos of your home.

Please complete the enclosed rental listing package and return it as soon as possible so we are able add your property within our system. We look forward to working with you for a successful season.

Return the Following:

- Rental Listing Agreement
- Addendum to Rental Listing Agreement
- Rental Amenities Page with Rates
- Consumer Information Statement
- Form W9 Request for Taxpayer Identification Number
- A key

\*Please note: These forms are also available on our website at [www.CoastlineRealty.com](http://www.CoastlineRealty.com)

\*\* If you are listing more than one property or rental unit you must complete a separate Rental Listing Agreement for each unit.

Because Cape May is not just a summer resort, we have requested information for the full calendar year. Please complete the information that represents how you want to rent your property and rates you want to charge. You may also want to consider a winter rental, usually mid September through mid May, as we sometimes get requests for them.

This year we had many more vacationers looking for properties that are Pet Friendly or had internet access. You may want to consider accepting Pets and charging an additional fee, as a way to generate extra income.

Thank you in advance for your time. Contact us with any questions,

**Your Team at Coastline Realty**

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RENTAL PROPERTY LISTING AGREEMENT

1. Agreement. In consideration of the services of COASTLINE REALTY, LLC (alternately referred to as "BROKER"), Owner and Broker hereby enter into this Rental Property Listing Agreement (the "Agreement") on the last dated written below and OWNER hereby lists with BROKER the above described Property

2. Term. The term of this Agreement is the period of **January 1, 2017** to **December 31, 2017** for the purpose of obtaining rental leases at the prices marked by the OWNER herein.

3. Best Efforts. BROKER agrees to use their best efforts to obtain tenants in order to lease the above described property at the price and terms set forth herein.

4. Commission. OWNER agrees to pay BROKER a commission of **12%** of the gross rental amount of each lease obtained by BROKER. The rental commission shall be deemed to be fully earned upon the full execution of a lease agreement by OWNER and TENANT. Broker shall deduct its commission from rental monies received by it prior to disbursement to OWNER. AS 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 GOVERNMENT AUTHORITY OR BY ANY TRADE ASSOCIATION OR MULTIPLE LISTING SERVICE. This is a non-exclusive listing. Owner may rent this unit on their own with no commission due to BROKER. OWNER agrees, however, to confirm with BROKER the rental status of the unit prior to entering into any direct rentals. If BROKER has already secured a rental for this period, the OWNER shall honor COASTLINE REALTY, LLC's rental.

5. Deposits. BROKER shall collect on behalf of OWNER all rental deposits and payments and all security, phone or other deposits required pursuant to OWNER'S directions. All such funds made payable to BROKER shall be placed in BROKER'S "non-interest bearing" trust checking account prior to disbursement. Payment schedule, security and deposit guidelines shall be noted on the lease. Upon a lease being fully executed by all parties, all rental payments received shall be disbursed to the OWNER in a timely manner.

On rental leases for periods of 125 days or longer, OWNER agrees to deposit any security deposits in an interest bearing account in a Federally Chartered Bank, Savings Bank, or Savings and Loan Association within the State of New Jersey only in a Trust Account under the name and Social Security number of the tenant and send a yearly accounting of account balance.

6. Compliance. OWNER will be solely responsible to comply with all governmental and municipal ordinances and regulations including, but not limited to, any mercantile licenses imposed by local government along with smoke detector, carbon monoxide and fire extinguisher compliances.

7. Repairs to Property. BROKER has been retained as a Transaction Agent only and is not operating as a property manager or maintenance service. BROKER has no duty to inspect or make repairs to the Property. Notwithstanding the foregoing, OWNER authorizes BROKER to obtain any repairs and services for the property and furnishings deemed necessary by BROKER to comply with OWNER'S obligations under the lease. This authorization shall be limited to a total expenditure of \$150.00 per lease period. BROKER shall use its best efforts to contact OWNER prior to any such expenditure but shall not be required to. This Paragraph 7 shall not impose any liability on the BROKER for any failure to make repairs.

8. Condition of Property; Inspection. The OWNER shall personally or through a named representative other than the BROKER, check the rental unit prior to the occupancy of ANY TENANT to ensure that all appliances, heating and cooling components are in good working order, the unit is clean, there are sufficient cleaning supplies, at least one vacuum (in working order), trash cans for garbage and recycling, kitchen utensils, glasses and flatware, clean bedspreads or comforters, pillows, mattress pads and shower curtain liners.

9. Indemnification. OWNER hereby agrees to indemnify and hold BROKER harmless, to the fullest extent provided by law, for any and all claims, losses and expensed, including reasonable attorney's fees, incurred in connection with the rental of the Property; any and all actions of tenants during any rental secured pursuant to this agreement, including, but not limited to, claims for personal injury, property damage, the holding or release of any security deposit or other security deposits disputes, breach of lease terms, failure to pay any rental amounts when due or tenant claims of non-habitability. BROKER is not responsible to enforce lease terms or to evict tenants in the event of their breach of the rental agreement. BROKER is not responsible and shall not be held liable for any work or services performed by third parties, damage to real or personal property or stolen items.

10. Advertisement. OWNER agrees to permit the advertisement of his/her unit in various advertising channels, including, but not limited to, the Internet and Cape May County Multiple Listing Service "MLS" and to the placement of a rental sign on the Property.

11. Attorney General Memorandum; Consumer Information Statement. OWNER(s) by signature to this Agreement, acknowledge that they have received a copy of the Attorney General Memorandum regarding the Law Against Discrimination and Federal Fair Housing Law, and acknowledges that he has received a copy of the Consumer Information Statement on New Jersey Real Estate Relationships.

12. Transaction Broker Disclosure. All licensees with BROKER, as authorized representatives of COASTLINE REALTY, LLC intend, as of this time, to work with you as a Transaction Broker.

13. Security Deposit. BROKER will hold all security deposits and OWNER agrees to act in accordance with the terms and conditions of all rental leases and to render a clear and detailed written explanation for any amounts deducted for same. The OWNER agrees to notify BROKER within seven (7) days of the tenant departure of any damages. OWNER acknowledges and understands that the security deposit will automatically be released to the tenant if notification by the OWNER has not been received within the 7 days of tenant departure. OWNER acknowledges and understands that they must provide a written detailed explanation with invoices to tenants within 15 days that explains any deductions and forward a copy to BROKER.

14. Insurance. OWNER shall maintain the homeowner's insurance, renter's insurance, hazard and flood liability insurance. OWNER shall provide BROKER with a Certificate of Insurance stating that the insurance policy is in force and effect and cannot be cancelled without notice to BROKER. OWNER agrees to confer with its insurance provider about content, renters, and loss of revenue coverage.

15. Lease Enforcement. OWNER will be solely responsible and accountable for the performance of all rental leases signed by OWNER or as authorized by OWNER.

16. Availability of Property. OWNER agrees to notify BROKER immediately by telephone should rental property become unavailable for any reason.

17. Nonrefundable Fees. BROKER shall have the right to charge the tenant a Nonrefundable Tenant Processing Fee paid to BROKER. This fee and any commissions received by BROKER from Travel Insurance shall be retained by BROKER as compensation toward the costs administrative and clerical support. OWNER acknowledges and agrees that this represents compensation from both parties.

**18. Credit Card Policy.** For your convenience, Broker accepts credit card payments and offers Vacation Rental Insurance through third party processors. OWNER's tenants have the option to utilize an online ACH or credit card process service to pay their rent using Visa, Mastercard or Discover. If they elect to use this option a (\$2.95) transaction fee and a convenience fee of 3% of the funds due will be added to their charge. (These fees are retained by the processor PayLease - not BROKER or OWNER and are subject to change.) As the OWNER you will not be charged for this convenience, the charge is being placed on the tenant. Accepting credit cards does have its risks, such as charge backs and disputes (same as a stopped check or a check that does not clear). If a tenant is to charge back or dispute a payment, OWNER, as the Landlord, will be responsible for returning any rent already paid to OWNER by BROKER until any dispute between the OWNER and its tenant is resolved. OWNER agrees that its tenant shall have three days after the receipt of payment to BROKER to cancel the payment. If the cancellation notice is not received by BROKER during this period, the request will not be honored and the disposition of the money credited to the BROKER will be governed by the terms of the lease.

**19. Miscellaneous.**

- a) Our failure to enforce any provision of this Agreement shall not prevent us from enforcing such provision at a later time.
- b) This Agreement is binding on you and us and our respective successors, assigns, heirs, executors, administrators and personal representatives.
- c) If any provision of this Agreement is unenforceable, the rest of the Agreement will be unaffected.
- d) This Agreement is the entire and only agreement between the OWNER and BROKER. This Agreement may be changed only in writing signed by both OWNER and BROKER.

**20. Consumer Information Statement on New Jersey Real Estate Relationships.**

**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.**

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 / LANDLORDS 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 the buyers, but do not represent the buyers. However, in working with the buyers a seller's agent must act honestly. In dealing with both parties, a seller's agent may not make any misrepresentations 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 the 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 "sub-agents." Sellers who do not desire to have their property marketed through sub-agents should so inform the seller's agent.

## **BUYER'S AGENT / TENANTS 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 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 sub-agent.

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 effect 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 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 a 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 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 firms would be required to treat all parties honestly and to act in a competent manner, but they would not be required to keep confidential any 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 the firm which clearly states what services that the 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 the firm is a member.

YOU MAY OBTAIN LEGAL ADVICE ABOUT THESE RELATIONSHIPS FROM YOUR OWN LAWYER.

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**ACKNOWLEDGEMENT OF RECEIPT OF CONSUMER INFORMATION STATEMENT (CIS)  
DECLARATION OF BUSINESS RELATIONSHIPS**

BROKER/COASTLINE REALTY, LLC, intend, as of this time, to work with you as a: (indicate one of the following)

- seller's (landlords) agent only
- buyer's Agent only
- 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.

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**OWNER INFORMATION:**

Name(s): _____	Property Address: _____
Checks Payable To: _____	Email: _____
SS# or EIN#: _____	Home: _____
Address: _____	Cell: _____
_____	Work: _____
City, State, Zip: _____	Fax: _____

Would you like us to put a sign on your property? \_\_\_\_\_  
(Local ordinances only allow one sign)

The undersigned acknowledges that they have read all pages of this Agreement including the New Jersey Attorney General Memorandum regarding the Law Against Discrimination and Federal Fair Housing Law and the Consumer Information Statement on New Jersey Real Estate Relationships Consumer Information Statement and by signature to this Agreement acknowledges that they have received a copy of same.

OWNER:

BROKER:

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Coastline Realty

\_\_\_\_\_  
Date

Bedrooms \_\_\_\_\_ Full Baths \_\_\_\_\_ Half Baths \_\_\_\_\_ Occupancy Limit \_\_\_\_\_

Wifi Network Name _____		Wifi Password _____		
<input type="checkbox"/> Loft	<input type="checkbox"/> Smoke Free	<input type="checkbox"/> Allow Pets	<input type="checkbox"/> No Pets Accepted	<input type="checkbox"/> Pet Free
<input type="checkbox"/> Rent To Family	<input type="checkbox"/> Rent To Groups	<input type="checkbox"/> Rent to Either	<input type="checkbox"/> King Beds	<input type="checkbox"/> Queen Beds
<input type="checkbox"/> Double Beds	<input type="checkbox"/> Single Beds	<input type="checkbox"/> Sofa Beds (Double)	<input type="checkbox"/> Sofa Beds (Queen)	<input type="checkbox"/> Sofa Beds (Single)
<input type="checkbox"/> Bunks	<input type="checkbox"/> Trundles	<input type="checkbox"/> Rollaways	<input type="checkbox"/> Cribs	<input type="checkbox"/> Futons
<input type="checkbox"/> Day Beds	<input type="checkbox"/> Pyramid Beds	<input type="checkbox"/> Portable Cribs	<input type="checkbox"/> Cots	<input type="checkbox"/> Kitchen
<input type="checkbox"/> Full Size Refrigerator	<input type="checkbox"/> Mini Refrigerator	<input type="checkbox"/> Stove	<input type="checkbox"/> Oven	<input type="checkbox"/> Dishwasher
<input type="checkbox"/> Microwave	<input type="checkbox"/> Coffee Maker	<input type="checkbox"/> Toaster	<input type="checkbox"/> Toaster Oven	<input type="checkbox"/> Blender
<input type="checkbox"/> Lobster Pot	<input type="checkbox"/> Food Processor	<input type="checkbox"/> Dining Capacity	<input type="checkbox"/> Central A/C	<input type="checkbox"/> # of AC Units
<input type="checkbox"/> Window A/C	<input type="checkbox"/> Wall AC	<input type="checkbox"/> # of Ceiling Fans	<input type="checkbox"/> Standard Fans	<input type="checkbox"/> Washer
<input type="checkbox"/> Dryer	<input type="checkbox"/> W/D (Shared)	<input type="checkbox"/> W/D Coin Operated	<input type="checkbox"/> Iron	<input type="checkbox"/> Ironing Board
<input type="checkbox"/> Parking	<input type="checkbox"/> # of Parking Spaces	<input type="checkbox"/> # of TVs	<input type="checkbox"/> Cable TV	<input type="checkbox"/> Satellite TV
<input type="checkbox"/> Satellite Radio	<input type="checkbox"/> VCR	<input type="checkbox"/> # of VCRs	<input type="checkbox"/> AM-FM Stereo	<input type="checkbox"/> CD Player
<input type="checkbox"/> DVD	<input type="checkbox"/> # of DVDs	<input type="checkbox"/> IPod Dock	<input type="checkbox"/> High Speed Internet	<input type="checkbox"/> Wifi
<input type="checkbox"/> Wired LAN	<input type="checkbox"/> Private Pool	<input type="checkbox"/> Community Pool	<input type="checkbox"/> Pool is heated	<input type="checkbox"/> Outside Shower
<input type="checkbox"/> Wood Fireplace	<input type="checkbox"/> Gas Log Fireplace	<input type="checkbox"/> Woodstove	<input type="checkbox"/> Pool Table	<input type="checkbox"/> Ping Pong Table
<input type="checkbox"/> Wet Bar	<input type="checkbox"/> BBQ Charcoal	<input type="checkbox"/> BBQ Gas	<input type="checkbox"/> BBQ Electric	<input type="checkbox"/> Baby Equipment
<input type="checkbox"/> Elevator	<input type="checkbox"/> Linens Provided	<input type="checkbox"/> Beach Equipment	<input type="checkbox"/> Game Room	<input type="checkbox"/> Balcony
<input type="checkbox"/> Comm. Outside Shower	<input type="checkbox"/> Rooftop Deck	<input type="checkbox"/> Enclosed Outside Shower	<input type="checkbox"/> Pets Considered	<input type="checkbox"/> Air Mattress
<input type="checkbox"/> Bunk - Double	<input type="checkbox"/> Crock Pot	<input type="checkbox"/> Keurig	<input type="checkbox"/> Handicap Grab Bars	<input type="checkbox"/> Walk in Shower
<input type="checkbox"/> # of Bicycles	<input type="checkbox"/> Boat Dock/Slips	<input type="checkbox"/> Kayak	<input type="checkbox"/> Sun/Open Deck	<input type="checkbox"/> Deck Furniture
<input type="checkbox"/> # of Sun/Open Deck(s)	<input type="checkbox"/> Fenced Yard	<input type="checkbox"/> Lawn Area	<input type="checkbox"/> Private Yard	<input type="checkbox"/> Open/Covered Porch
<input type="checkbox"/> Screened Porch	<input type="checkbox"/> Patio	<input type="checkbox"/> Three Season Room	<input type="checkbox"/> Handicap Access	<input type="checkbox"/> Elevator to Ground
<input type="checkbox"/> Handicap Interior	<input type="checkbox"/> 1st Floor Bedroom	<input type="checkbox"/> Waterfront		

**Rental Rate Year 2017:**

Security Deposit \_\_\_\_\_ Pet Rent \_\_\_\_\_ Cleaning Fee \_\_\_\_\_

Winter Monthly \_\_\_\_\_ Summer Monthly \_\_\_\_\_ Summer Seasonal \_\_\_\_\_

Yearly Monthly \_\_\_\_\_ 3 Day Per Night (off season) \_\_\_\_\_ 2 Day Per Night (off season) \_\_\_\_\_

Jan 07 _____	Mar 25 _____	Jun 10 _____	Aug 19 _____	Oct 28 _____
Jan 14 _____	Apr 01 _____	Jun 17 _____	Aug 26 _____	Nov 04 _____
Jan 21 _____	Apr 08 _____	Jun 24 _____	Sep 02 _____	Nov 11 _____
Jan 28 _____	Apr 15 _____	Jul 01 _____	Sep 09 _____	Nov 18 _____
Feb 04 _____	Apr 22 _____	Jul 08 _____	Sep 16 _____	Nov 25 _____
Feb 11 _____	Apr 29 _____	Jul 15 _____	Sep 23 _____	Dec 02 _____
Feb 18 _____	May 06 _____	Jul 22 _____	Sep 30 _____	Dec 09 _____
Feb 25 _____	May 13 _____	Jul 29 _____	Oct 07 _____	Dec 16 _____
Mar 04 _____	May 20 _____	Aug 05 _____	Oct 14 _____	Dec 23 _____
Mar 11 _____	May 27 _____	Aug 12 _____	Oct 21 _____	Dec 30 _____
Mar 18 _____	Jun 03 _____			

**Service Representatives**

Cleaner \_\_\_\_\_

Plumber \_\_\_\_\_

Electrician \_\_\_\_\_

Heating/Cooling \_\_\_\_\_

Property Manager \_\_\_\_\_

Landscaper \_\_\_\_\_

Trash Company \_\_\_\_\_

Other Realtors \_\_\_\_\_

**Notes:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

PAULA T. DOW  
*Attorney General*

CHINH Q. LE  
*Director*

**Date:** July 2010  
**TO:** Real Estate Agents, Brokers, and Owners of Real Property in New Jersey  
**FROM:** Paula T. Dow, Attorney General, State of New Jersey  
Chinh Q. Le, Director, Division on Civil Rights, Office of the Attorney General  
**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 rent 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 affected with AIDS or HIV or perceived to be affected 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 of real property is permitted;
3. A 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 the 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 a 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.



Telephone: (973) 648-6262  
[www.njcivilrights.gov](http://www.njcivilrights.gov)

New Jersey is an Equal Opportunity Employer - Printed on Recycled Paper and Recyclable

**CIVIL RIGHTS**



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 a 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 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 described in the LAD at N.J.S.A. 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") and 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).

Please also note that the Division takes the position that the following may also violate the LAD and/or federal civil rights housing laws:

1. The application of "minimum income" rental requirements that are not sufficiently tailored to take proper and proportional account of rent subsidies, housing vouchers, rental assistance, or other similar sources of lawful income specifically designed to alleviate some or all of a tenant's rental cost;
2. The application of inflexible or no-exception policies that affectively exclude housing opportunities for persons with conviction or arrest records, except those specifically permitted under the law;
3. The application of inflexible or no-exception rental policies placing restrictions on the maximum number of occupants greater than those required by federal, state, and/or local laws, which may unreasonably limit or exclude housing opportunities for certain families with children; and
4. The selective inquiry about, or request for information and/or documentation of, a prospective tenant's or buyer's immigration status, based on the person's national origin, race, or any other protected status.

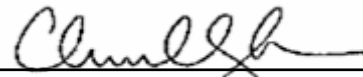
Brokers and salespersons are licensed by the New Jersey Real Estate Commission. Their activities are subject to the general real estate laws of the State and the Commission's own rules and regulations. The New Jersey Law Against Discrimination applies to all people in the State and is enforced by the New Jersey Division on Civil Rights, Office of the Attorney General, the Department of Law and Public Safety. Under the LAD, Respondents who violate the law are subject to a penalty of up to \$10,000 for the 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 website at [www.NJCivilRights.gov](http://www.NJCivilRights.gov) or contact the Division's **Housing Hotline** at **(866) 405-3050**. Please contact the Division if you would like to secure the services of a Division trainer on the subject of housing discrimination.

Sincerely yours,



Paula T. Dow  
*Attorney General*



Chinh Q. Le  
*Director*

**Request for Taxpayer  
 Identification Number and Certification**

**Give form to the  
 requester. Do not  
 send to the IRS.**

Print or type  
 See instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different than above	
Check appropriate box <input type="checkbox"/> Individual /Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D-disregarded entity, C-corporation, P-partnership: _____) <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions)	
Address (number, street, and apt. or suite no.)	
City, state, and ZIP code	Requestor's name and address (optional)
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN or page 3.

Social security number : : : :
or
Employer identification number : :

**Note:** If the account is in more than one name, see the chart on page 4 for guidelines on whose name to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification Instructions:** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	<b>Signature of U.S. person:</b>	<b>Date:</b>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it and, when applicable to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or,
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on a foreign partner's share of effectively connected income.

Note: if a requestor give you a form other than Form W-9 to request your TIN, you must use the requestor's form as if is substantially similar to the form W-9

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A Partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations Section 301.7701 - 7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such a business. Further, in certain cases where a Form W - 9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W - 9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W - 9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following Cases:

The U.S. owner of a disregarded entity and not the entity.