



Dear Homeowner,

We would like once again to thank you for listing your rental properties with us. Our rental program is growing each year. We hope that this continues and we want to make sure we offer the best program possible.

Enclosed is our 2023 Rental Listing Packet. It includes the following forms:

- Rental Listing Agreement for 2023
- W9 Form
- Property Information and 2023 Rate Sheet
- New Jersey Law against Discrimination Letter

PLEASE NOTE: The above forms are also available on our website at: <https://shorepointsrealtynj.com>

If you are listing more than one property or rental unit, you need to complete a separate Rental Listing Authorization Agreement for each unit.

Please fill out, sign, and return the required documents. You may mail them, fax them to 609-522-9412 or email them to us at info@SPRNJ.com. Please take the time to read the homeowner information sheet, on our website <https://shorepointsrealtynj.com> as it outlines our program, its recent updates and what is required of you the homeowner.

It is your responsibility to report to us any of your personal rentals or holds. The cleaning and inspection of the rental units are also your responsibility. In the event of an emergency and we are unable to contact you, it would be helpful if you would provide us with your service contractor for plumbing, electrical, air conditioning, and appliances. We will also require 5 sets of keys for each lock of your unit and copies of your Mercantile/Room Licenses. You may apply for your license at the City Hall of the municipality where your rental property is located.

We will collect the security deposit, and hold it in escrow. If we don't hear from you within 7 days of departure we will return the security deposit to the tenant.

Please return your rental form to us as soon as possible so that we can begin marketing your property. We are already receiving inquires for the 2023 rental season. If you have any questions or if you DO NOT plan on renting this season, please contact our office.

We can place a rental sign on your property unless you indicate otherwise.

Thank you for choosing Shore Points Realty. We look forward to a successful summer season with you.

SHORE POINTS REALTY RENTAL DEPARTMENT

2023 RENTAL AUTHORIZATION

OWNER: _____

HOME ADDRESS: _____

CITY STATE: _____ **ZIP CODE:** _____

HOME #: _____ **CELL #:** _____ **EMAIL:** _____

SOCIAL SECURITY NUMBER OR TAX ID # _____

Make check payable to: _____

PROPERTY ADDRESS: _____ **KEY #** _____

Door Code _____ **Elevator Code** _____ **Garage Code** _____ **Internet Code** _____

May we market your property with a rental sign at the property **YES** _____ **NO** _____
Co-Listing Brokers Offering the Property for rent:

1. In consideration of the services of Shore Points Realty, Owner authorizes Broker to list said property for rent until 31st day of December 2023.
2. **OWNER** Agrees to pay **BROKER** a fee of _____% the gross rental amount of each lease obtained by Broker. Broker shall deduct its fee from rental monies received prior to disbursement to Owner. No fee or other consideration has been fixed by any government authority or by any trade association or multiple listing service.
3. **BROKER** shall receive on behalf of **OWNER** all rental deposits and payments and all security, phone or other deposits. All such funds made payable to Shore Points Realty shall be placed in Broker's escrow (trust) checking account prior to disbursement. Payment schedule shall be provided in the lease.
4. **OWNER** will be solely responsible to comply with all governmental and municipal ordinances and regulations. In the event there is any violation, Shore Points Realty is not responsible for any fines damages or consequences as a result of said violation.
5. **OWNER** authorizes **BROKER** to make necessary emergency repairs and services in amounts not to exceed \$400.00. Broker shall use best efforts to contact Owner prior to any such expenditure. Payments of such services shall be deducted from any rental payments.
6. In the event that **OWNER FAILS** to notify **BROKER** of a change in the availability of the property and a lease was prepared and executed through Shore Points Realty **OWNER** will pay Shore Points the fee for obtaining tenant.
7. **LANDLORD (S)** acknowledges that he has received Consumer Information Statement on New Jersey Real Estate Relationships.
8. **Non-Refundable Renter Processing Fee:** Owner understands and agrees that the broker may charge a non-refundable processing fee to the renter/tenant.
9. I HEREBY AUTHORIZE AND APPOINT SHORE POINTS REALTY to act as a TRANSACTION BROKER.

OWNER INITIALS DATE

Does a pet ever occupy this home:_____What type::_____.(We need this information for people that have allergies).

Rental Commission: All leases are subject to commission of 12% payable to Shore Points Realty.

SAID COMMISSION IS DEEMED EARNED AT THE TIME OF THE SIGNING OF THE LEASE AND WILL BE DEDUCTED FROM EACH PAYMENT. Your Rental Income checks will be prepared after tenant's payment has been received and the check has cleared. We request that final payment is paid 30 days prior to arrival. Notices are mailed to tenant when the account becomes 7 days overdue. Please understand that on rare occasions tenants do not follow the payment schedule outlined on their lease for various reasons. We understand you have expenses and we juggle this situation as best as we can. Please give us an acceptable window of time for our bookkeeping activities.

(Please note we do not allow any tenant to check in without our agency having received payment in full and in cleared funds.)

Shore Points Realty collects the security deposit, and hold in escrow. **All security deposits will be held by the owner.** If you do not email us within 7 days we will send security deposit back to the tenant. Email us at info@sprnj.com. Any disagreements between the landlord and the tenant must be resolved between the parties without any intervention of Shore Points Realty.

In the Event of an Emergency or problem (e.g. Trash removal) at your Rental Property you will be contacted. If you or an alternate contact cannot be reached or cannot handle the problem on a timely basis, Shore Points Realty will arrange for a contractor to resolve the problem on your behalf and at your expense. **In such a case, an additional service fee of \$40.00 payable to Shore Points Realty may be applied.**

OWNER INITIALS

DATE

SUGGESTIONS FOR LANDLORD

POST TRASH AND RECYCLE PICK-UP SCHEDULES AND PICK-UP LOCATIONS.

POST UNIQUE PROPERTY INFORMATION

EXAMPLES:

Parking Regulations, Telephone Numbers, Internet Access Codes

Please Designate A Cleaning Company and Confirm the Contact Information is posted at the Property.

PRIOR TO, AND DURING, THE RENTAL SEASON, PLEASE CONFIRM THAT THE:

Property is Clean and Orderly Inside & Out

Pillows & Mattresses are in excellent condition

Please report to us any lock or code changes.

Any old and worn furniture is replaced

Heating, Air Conditioning and Appliances are in excellent working condition

Mid season cleaning to include: cleaning of ceiling fans, cleaning of bedspreads and throw carpets.

Please confirm the property amenities include:

Trash and Recycle Containers

Pots, Pans, Silverware, Dishes, Drinking and Wine Glasses

Propane for Gas Grills

Cleaning Supplies

Additional Items to Consider Providing Include:

Ant Traps

Batteries for Smoke and Carbon Monoxide Detectors

Light Bulbs

Spare Shower Curtains

Vacuum Bags & Spare Belts for Vacuum

It is recommended that owners provide internet service and wifi service.

THE OWNER acknowledges and has read all details and pages contained in this Rental Listing Agreement and Attorney General's letter understands the content warrants the accuracy of the information, received a copy of the documents and states that there are not any conditions that exist other than those contained within these documents.

Owner - Authorized Signature Date

Broker of Record - Authorized Signature Date

Owner Initials Date

Rental Property Inventory Sheet

Property ID: _____ Key Number: _____ Listing Agent: _____

Address: _____

Condo: _____ HOA: _____

Comments: _____

Co-Listing Brokers: _____

(Please include yourself as owner if you want to be called with rentals.)

Occupancy Limit: _____ Pets: _____ Smoking: _____ Bedrooms _____ Full Baths: _____ 1/2 Baths: _____ 3/4 Baths: _____ Sq. Feet: _____

Amenities:

Sign on Property: Yes No

- | | | | | |
|--|--|---|--|--|
| <input type="checkbox"/> No Pets Accepted | <input type="checkbox"/> Pet Free | <input type="checkbox"/> Allow Pets | <input type="checkbox"/> Owner Pets on Premises | <input type="checkbox"/> # of Owner Dog(s) |
| <input type="checkbox"/> # of Owner Cat(s) | <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"/> Smoke Free | <input type="checkbox"/> Sofa Beds (Queen) | <input type="checkbox"/> Sofa Beds (Single) | <input type="checkbox"/> Bunk - Double |
| <input type="checkbox"/> Sofa Bed (King) | <input type="checkbox"/> Bunks | <input type="checkbox"/> Trundles | <input type="checkbox"/> Rollaways | <input type="checkbox"/> Cribs |
| <input type="checkbox"/> Portable Cribs | <input type="checkbox"/> Futons | <input type="checkbox"/> Day Beds | <input type="checkbox"/> Day Beds Full | <input type="checkbox"/> Day Beds Queen |
| <input type="checkbox"/> Pyramid Beds Full | <input type="checkbox"/> Pyramid Beds Queen | <input type="checkbox"/> Pyramid Beds | <input type="checkbox"/> Loft | <input type="checkbox"/> Air Mattress |
| <input type="checkbox"/> Den | <input type="checkbox"/> Kitchen | <input type="checkbox"/> Gourmet 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"/> Toaster |
| <input type="checkbox"/> Toaster Oven | <input type="checkbox"/> Disposal | <input type="checkbox"/> Coffee Maker | <input type="checkbox"/> Blender | <input type="checkbox"/> Lobster Pot |
| <input type="checkbox"/> Food Processor | <input type="checkbox"/> Crock Pot | <input type="checkbox"/> Keurig | <input type="checkbox"/> Convection Oven | <input type="checkbox"/> Dining Capacity (Inside) |
| <input type="checkbox"/> Dining Capacity (Outside) | <input type="checkbox"/> Central A/C | <input type="checkbox"/> Central AC (One Level) | <input type="checkbox"/> AC Split System | <input type="checkbox"/> Window A/C |
| <input type="checkbox"/> Wall AC | <input type="checkbox"/> Evaporative Cooler | <input type="checkbox"/> Dehumidifier | <input type="checkbox"/> Ceiling Fans | <input type="checkbox"/> Standard Fans |
| <input type="checkbox"/> # of AC Units | <input type="checkbox"/> # of Ceiling Fans | <input type="checkbox"/> # of Standard Fans | <input type="checkbox"/> Utils Included | <input type="checkbox"/> Utils Not Incl. |
| <input type="checkbox"/> Utils Incl. Off Season | <input type="checkbox"/> Utils Incl. In Season | <input type="checkbox"/> Gas Heat | <input type="checkbox"/> Electric Heat | <input type="checkbox"/> Oil Heat |
| <input type="checkbox"/> Electric | <input type="checkbox"/> Gas | <input type="checkbox"/> Propane | <input type="checkbox"/> Oil | <input type="checkbox"/> Water Heated (Propane) |
| <input type="checkbox"/> Water Heated (Oil) | <input type="checkbox"/> Phone Activated | <input type="checkbox"/> Long Distance Block | <input type="checkbox"/> Unlimited Long Distance | <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"/> Garage | <input type="checkbox"/> # of Garage Spaces | <input type="checkbox"/> Parking | <input type="checkbox"/> Television | <input type="checkbox"/> # of TVs |
| <input type="checkbox"/> Cable TV | <input type="checkbox"/> # of Parking Spaces | <input type="checkbox"/> Cable TV (Expanded) | <input type="checkbox"/> DVD | <input type="checkbox"/> # of DVDs |
| <input type="checkbox"/> Blu-Ray Player | <input type="checkbox"/> # of Blu-Ray Player | <input type="checkbox"/> Satellite Radio | <input type="checkbox"/> Home Theater | <input type="checkbox"/> TV Streaming Device |
| <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"/> Indoor Pool | <input type="checkbox"/> Outdoor Pool | <input type="checkbox"/> Heatable Pool |
| <input type="checkbox"/> Private Sauna | <input type="checkbox"/> Community Sauna | <input type="checkbox"/> Private Hot Tub | <input type="checkbox"/> Community Hot Tub | <input type="checkbox"/> Private Whirlpool/Jet Tub |
| <input type="checkbox"/> PoolTags | <input type="checkbox"/> Elevator | <input type="checkbox"/> Linens Provided | <input type="checkbox"/> Tenant Brings Linens | <input type="checkbox"/> Blankets |
| <input type="checkbox"/> Furnished | <input type="checkbox"/> Unfurnished | <input type="checkbox"/> Storage Area | <input type="checkbox"/> Balcony | <input type="checkbox"/> Vacuum |
| <input type="checkbox"/> Vacuum-Central | <input type="checkbox"/> Baby Equipment | <input type="checkbox"/> High Chair | <input type="checkbox"/> Outside Shower | <input type="checkbox"/> Outside Shower Shared |
| <input type="checkbox"/> Comm. Outside Shower | <input type="checkbox"/> Encl Outside Shower | <input type="checkbox"/> Walk in Shower | <input type="checkbox"/> Wood Fireplace | <input type="checkbox"/> Gas Log Fireplace |
| <input type="checkbox"/> # of Fireplaces | <input type="checkbox"/> Woodstove | <input type="checkbox"/> Ferry Tickets | <input type="checkbox"/> Fish Cleaning Table | <input type="checkbox"/> Available for Weddings |
| <input type="checkbox"/> Pool Table | <input type="checkbox"/> Ping Pong Table | <input type="checkbox"/> Game Room | <input type="checkbox"/> Basketball Goal | <input type="checkbox"/> Tennis Facilities |
| <input type="checkbox"/> Association Tennis | <input type="checkbox"/> Private Exercise Room | <input type="checkbox"/> Comm. exercise Room | <input type="checkbox"/> Bar | <input type="checkbox"/> Wet Bar |
| <input type="checkbox"/> # of Bicycles | <input type="checkbox"/> Beach Equipment | <input type="checkbox"/> Beach Badges | <input type="checkbox"/> Private/Assoc Beach | <input type="checkbox"/> BBQ Charcoal |
| <input type="checkbox"/> BBQ Gas | <input type="checkbox"/> BBQ Electric | <input type="checkbox"/> Maid Service | <input type="checkbox"/> Limited Maid Service | <input type="checkbox"/> Guard |
| <input type="checkbox"/> Cleaning Included In Rate | <input type="checkbox"/> Essentials | <input type="checkbox"/> Boat Dock/Slips | <input type="checkbox"/> # of Boat Dock/Slips | <input type="checkbox"/> Canoe |
| <input type="checkbox"/> Rowboat | <input type="checkbox"/> Kayak | <input type="checkbox"/> Paddleboat | <input type="checkbox"/> Sun/Open Deck | <input type="checkbox"/> Rooftop Deck |
| <input type="checkbox"/> Deck Furniture | <input type="checkbox"/> # of Sun/Open Deck(s) | <input type="checkbox"/> Lawn Area | <input type="checkbox"/> Fenced Yard | <input type="checkbox"/> Level Yard |
| <input type="checkbox"/> Wooded Yard | <input type="checkbox"/> Private Yard | <input type="checkbox"/> Open/Covered Porch | <input type="checkbox"/> Screened Porch | <input type="checkbox"/> Patio |
| <input type="checkbox"/> Elevator to Ground | <input type="checkbox"/> Handicap Grab Bars | <input type="checkbox"/> Handicap Interior | <input type="checkbox"/> 1st Floor Bedroom | <input type="checkbox"/> Waterfront |
| <input type="checkbox"/> Virtual Tour | <input type="checkbox"/> Mattress Pads | <input type="checkbox"/> Cleaning Supplies | <input type="checkbox"/> Pillows | <input type="checkbox"/> Pots Pans |
| <input type="checkbox"/> Silverware | <input type="checkbox"/> Dinnerware | <input type="checkbox"/> Cooking Utensils | <input type="checkbox"/> Bath Towels | <input type="checkbox"/> Beach Towels |
| <input type="checkbox"/> Beach Chairs | <input type="checkbox"/> Beach Umbrella | <input type="checkbox"/> # of Dishwasher | <input type="checkbox"/> Mixer | <input type="checkbox"/> Dishes Utensils Kids |
| <input type="checkbox"/> Dining Table | <input type="checkbox"/> Kitchen Island | <input type="checkbox"/> # of Washer | <input type="checkbox"/> # of Dryer | <input type="checkbox"/> Smart TV |
| <input type="checkbox"/> # of SmartTV | <input type="checkbox"/> Computer Monitor | <input type="checkbox"/> Printer | <input type="checkbox"/> Smart Speaker | <input type="checkbox"/> Gaming System |
| <input type="checkbox"/> Video Games Provided | <input type="checkbox"/> Free Wifi | <input type="checkbox"/> Paid Wifi | <input type="checkbox"/> Fenced Pool | <input type="checkbox"/> Books for Kids |
| <input type="checkbox"/> Cots | <input type="checkbox"/> # of Outside Showers | <input type="checkbox"/> Outdoor Firepit | <input type="checkbox"/> Play Area | <input type="checkbox"/> # of Screened Porches |
| <input type="checkbox"/> Cleaning Practices | <input type="checkbox"/> Cleaned Disinfectant | <input type="checkbox"/> No Person contact | <input type="checkbox"/> Smoke Detector | <input type="checkbox"/> Carbon Monoxide Detector |
| <input type="checkbox"/> Fire Extinguisher | <input type="checkbox"/> Deadbolt Lock | <input type="checkbox"/> Emergency Exit | <input type="checkbox"/> Outdoor Lighting | <input type="checkbox"/> Fax Machine |
| <input type="checkbox"/> Satellite TV | <input type="checkbox"/> Pets Considered | <input type="checkbox"/> Beaches | <input type="checkbox"/> Cleaning Hours | <input type="checkbox"/> Umbrella |
| <input type="checkbox"/> Beach Umbrella | <input type="checkbox"/> Lounges | <input type="checkbox"/> Pillows | <input type="checkbox"/> Golf Cart | <input type="checkbox"/> # of Beach Badges |
| <input type="checkbox"/> External Sec Cameras | <input type="checkbox"/> Sanitation Management | <input type="checkbox"/> BBQ Natural Gas | <input type="checkbox"/> King Pillow | <input type="checkbox"/> # Standard Pillow |
| <input type="checkbox"/> # Twin XL Beds | <input type="checkbox"/> hookup_electric_car | <input type="checkbox"/> streaming_services | <input type="checkbox"/> deck_umbrella | <input type="checkbox"/> Handicap Access |

Parking Comments: _____

Boat Slip Comments: _____

Security Deposit: _____

Maintenance Information:

Ph: _____

2023 RENTAL RATES:

Please fill in the **Weekly rates** that you would like to charge from March through October.

Mar 18-Mar 25	_____	Jul 01-Jul 08	_____
Mar 25-Apr 01	_____	Jul 08-Jul 15	_____
Apr 01-Apr 08	_____	Jul 15-Jul 22	_____
Apr 08-Apr 15	_____	Jul 22-Jul 29	_____
Apr 15-Apr 22	_____	Jul 29-Aug 05	_____
Apr 22-Apr 29	_____	Aug 05-Aug 12	_____
Apr 29-May 06	_____	Aug 12-Aug 19	_____
May 06-May 13	_____	Aug 19-Aug 26	_____
May 13-May 20	_____	Aug 26-Sep 02	_____
May 20-May 27	_____	Sep 02-Sep 09	_____
May 27-Jun 03	_____	Sep 09-Sep 16	_____
Jun 03-Jun 10	_____	Sep 16-Sep 23	_____
Jun 10-Jun 17	_____	Sep 23-Sep 30	_____
Jun 17-Jun 24	_____	Sep 30-Oct 07	_____
Jun 24-Jul 01	_____	Oct 07-Oct 14	_____

Seasonal Rate: _____ From **05/26/23 to 09/05/23.**

What utilities are included? _____

What utilities will be the tenant's responsibility? _____

Winter Rate (if applicable) _____

Monthly Rate (if applicable) _____ Available for year round rental? _____

Holiday Weekends Nightly Rate with a 3 Night Minimum

- Easter Weekend _____
- Memorial Day Weekend _____
- June weekends _____
- July 4th Weekend _____
- Labor Day Weekend _____
- Harley Weekend _____
- Firemen's Weekend _____
- Irish Weekend _____

Daily Rates

Off Season _____ Jan - May, Oct - Dec

Pre/Post _____ June and September

Security Deposit

Weekly _____ Seasonal _____



PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

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

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), 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 not exceeding \$10,000 for a first violation, not exceeding \$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:
 - o 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);
 - o Convictions for any crime that requires lifetime state sex offender registration;
 - o Any 1st degree indictable offense, or release from prison for that offense, within the past 6 years;
 - o Any 2nd or 3rd degree indictable offense, or release from prison for that offense, within the past 4 years; or
 - o 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:
 - o Nature and severity of the offense(s)
 - o Applicant's age at the time of the offense(s);
 - o How recently the offense(s) occurred;
 - o Any information the applicant provided in their favor since the offense(s);
 - o If the offense(s) happened again in the future, whether that would impact the safety of other tenants or property; and
 - o 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-DisclosureStatement_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/wpcontent/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

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"/> Exempt payee
	<input type="checkbox"/> Limited liability company. Enter the tax classification (D-disregarded entity, C-corporation, P-partnership): ____		
	<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:

1. 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
2. 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
3. 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.

Sign Here	Signature of U.S. person:	Date:
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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 if the and, when applicable to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or,
3. 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 affectively 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. Rherefore, 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 pa 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.

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.)

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.

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.

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 LISTED PRICE OR THAT THE BUYER WILL PAY A PRICE GREATER THAN THE OFFERED PRICE.

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 may not make any misrepresentations to either party on 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 A buyer’s agent WORKS ONLY FOR THE BUYER. A buyer’s agent has fiduciary duties to the buyer which include reasonable care, undivided loyalty, confidentiality and full disclosure. However, in dealing with sellers, a buyer’s agent must act honestly. In dealing with both parties, a buyer’s agent may not make any misrepresentations on matters material to the transaction, such as the buyer’s financial ability to pay, and must disclose defects of a material nature affecting the physical condition of the property which a reasonable inspection by the licensee would disclose.

A buyer wishing to be represented by a buyer’s agent is advised to enter into a separate written buyer agency contract with the brokerage firm which is to work as their agent.

DISCLOSED DUAL AGENT A disclosed dual agent WORKS FOR BOTH THE BUYER AND THE SELLER. To work as a disclosed dual agent, a firm must first obtain the informed written consent of the buyer and the seller. Therefore, before acting as a disclosed dual agent, brokerage firms must make written disclosure to both parties. Disclosed dual agency is most likely to occur when a licensee with a real estate firm working as a buyer’s agent shows the buyer properties owned by the sellers for whom that firm is also working as a seller’s agent or 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 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 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 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 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 the firm is a member.

**CONSUMER
INFORMATION
STATEMENT
ON**

New Jersey Real Estate Relationships

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

**Shore Points Realty
4701 New Jersey Ave.
Wildwood, NJ 08260
609-522-4400**

THIS STATEMENT IS NOT A CONTRACT AND IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY

ACKNOWLEDGMENT OF RECEIPT OF CONSUMER INFORMATION STATEMENT (CIS) FOR SELLERS AND LANDLORDS

“By signing this Consumer Information Statement, I acknowledge that I received this Statement from **Shore Points Realty** prior to discussing my motivation to sell or lease or my desired selling or leasing price with one of its representatives.”

Signed _____

FOR BUYERS AND TENANTS

“By signing this Consumer Information Statement, I acknowledge that I received this Statement from **Shore Points Realty** prior to discussing my motivation or financial ability to buy or lease with one of its representatives.”

Signed _____

DECLARATION OF BUSINESS RELATIONSHIP

I, _____, as an authorized representative of **Shore Points Realty** intend, as of this time, to work with you as a (indicate one of the following):

- () Seller’s agent only
- () Buyer’s agent only
- () Sellers agent and disclosed dual agent if the opportunity arises
- (X) 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.

DATE _____

