

Consumer Information Statement On New Jersey Real Estate

In New Jersey, real estate licensees are required to disclose how they intend to work with buyers and sellers in a real estate transaction. (In rental transactions, the terms "buyers" and "sellers" should be read as "tenants" and "landlords," respectively.)

1. AS A SELLER'S AGENT OR SUBAGENT, I, AS A LICENSEE, REPRESENT THE SELLER AND ALL MATERIAL INFORMATION SUPPLIED TO ME BY THE BUYER WILL BE TOLD TO THE SELLER.
2. AS A BUYER'S AGENT, I, AS A LICENSEE, REPRESENT THE BUYER AND ALL MATERIAL INFORMATION SUPPLIED TO ME BY THE SELLER WILL BE TOLD TO THE BUYER.
3. AS A DISCLOSED DUAL AGENT, I, AS A LICENSEE, REPRESENT BOTH PARTIES, HOWEVER, I MAY NOT, WITHOUT EXPRESS PERMISSION, DISCLOSE THAT THE SELLER WILL ACCEPT A PRICE LESS THAN THE LISTING PRICE OR THAT THE BUYER WILL PAY A PRICE GREATER THAN THE OFFERED PRICE.
4. AS A TRANSACTION BROKER, I, AS A LICENSEE, DO NOT REPRESENT EITHER THE BUYER OR THE SELLER. ALL INFORMATION I ACQUIRE FROM ONE PARTY MAY BE TOLD TO THE OTHER PARTY.

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of business relationship you have with that licensee. There are four business relationships: (1) seller's agent; (2) buyer's agent; (3) disclosed dual agent; and (4) transaction broker. Each of these relationships imposes certain legal duties and responsibilities on the licensee as well as on the seller or buyer represented. These four relationships are defined in greater detail below. Please read carefully before making your choice.

SELLER'S AGENT

A seller's agent **WORKS ONLY FOR THE SELLER** and has legal obligations, called fiduciary duties, to the seller. These include reasonable care, undivided loyalty, confidentiality and full disclosure. Seller's agents often work with buyers, but do not represent the buyers. However, in working with buyers a seller's agent must act honestly. In dealing with both parties, a seller's agent may not make any 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

A buyer's agent **WORKS ONLY FOR THE BUYER**. A buyer's agent has fiduciary duties to the buyer which includes 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 how to gain an advantage at the expense of the other party on the basis on 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 a seller or both in the sales transaction without representing anyone. A TRANSACTION BROKER DOES NOT PROMOTE THE INTERESTS OF THE ONE PARTY OVER THOSE OF THE OTHER PARTY TO THE TRANSACTION. Licensees with such a firm would be required to treat all parties honestly and to act in a competent manner, but they would 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 shall be paid. In addition, any transaction brokerage agreement with a seller or landlord should specifically state whether a notice on the property to be rented or sold will or will not be circulated in any or all Multiple Listing System(s) of which that firm is a member.

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

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

ACKNOWLEDGEMENT 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 BHHS Fox & Roach, REALTORS (Name of Brokerage Firm) prior to discussing my motivation to sell or lease or my desired selling or leasing price with one of its representatives."

Seller's or Landlord's Signature _____

FOR BUYERS AND TENANTS

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

Buyer's or Tenant's Signature _____

DECLARATION OF BUSINESS RELATIONSHIP I, _____ (name of licensee), as an authorized representative of _____ intend, as of this time, to work with you as a:

- ☐ seller's 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
☐ seller's agent on properties on which this firm is acting as the seller's agent and transaction broker on other properties.

Date _____

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In the event the property is taken by condemnation through eminent domain proceeding while the property is under contract of sale, Broker shall be entitled to a commission at the rate set forth herein on the gross amount of the condemnation award.

5) FORFEITURE OF DEPOSIT: In the event of a forfeiture of deposit monies by a purchaser, the deposit monies shall be divided _____ to the SELLER and _____ to the BROKER as compensation for expenses incurred and services rendered, not to exceed the full commission.

6) OTHER OBLIGATIONS OF SELLER: SELLER agrees to refer to BROKER every person who contacts SELLER directly during the term of this Agreement concerning this listing or the sale of this property and to direct that all negotiations for a sale or lease shall be made through the BROKER named in this Agreement. SELLER shall cooperate with BROKER in affording any prospective BUYER the opportunity of a full inspection of this property.

SELLER warrants that they are the only owners of this property, that they have the legal right and financial ability to list and sell it, and that they can and will sign documents required to transfer good title at final settlement. In addition, the SELLER specifically represents, warrants and promises that the following are true with respect to the property:

The property is subject to a right of first refusal of any offer to purchase ☐ Yes ☐ No

The property, including any adjacent bulkhead or docks, is subject to a riparian claim, riparian license or riparian lease ☐ Yes ☐ No

The property is currently in bankruptcy or subject to bankruptcy court jurisdiction ☐ Yes ☐ No

The property is currently the subject of litigation or threatened litigation ☐ Yes ☐ No

The property requires the approval of a third party in addition to the SELLER ☐ Yes ☐ No

The sale of the property is a "short sale" such that it is likely that the anticipated sale proceeds will not be sufficient to pay off current mortgages or liens on the property and the approval of a mortgage holder or lien holder is required ☐ Yes ☐ No

Any loan or mortgage against the property is in default and currently subject to foreclosure proceedings ☐ Yes ☐ No

The property is subject to annual municipal zoning inspections ☐ Yes ☐ No

The property is located in the Airport Safety Zone ☐ Yes ☐ No

The property is located in a Flood Hazard Zone where lenders typically require flood insurance ☐ Yes ☐ No

The property has or previously had an underground storage tank(s) ☐ Yes ☐ No

The property has solar panel(s) ☐ Yes ☐ No

The property is located in the historic district of the municipality ☐ Yes ☐ No

SELLER'S INITIALS: _____

SELLER states that the information given and listed on this Listing Agreement is complete and correct and if any of such information changes during the term of this Agreement, SELLER shall immediately notify BROKER. SELLER acknowledges receipt of the Memorandum of the Attorney General regarding discrimination printed on the reverse side of this Agreement, and that they have read and received a copy of this Agreement. There are no Agreements or conditions other than those stated in this Listing Agreement.

SELLER will allow a maximum of _____ days from expiration of attorney review for Buyer to obtain a mortgage.

SELLER states there are no confirmed or unconfirmed municipal assessments for improvement that may exist which will affect this property except:

SELLER states there are no leases affecting this property except: _____

THE SELLER ACKNOWLEDGES AND UNDERSTANDS THAT ANY LEASE OF THE PROPERTY WHERE THE TERM OF THE LEASE BEGINS AND/OR ENDS BEYOND THE DATE OF CLOSING, MUST BE ACCEPTED BY THE PURCHASER AND ASSIGNED BY THE SELLER TO THE PURCHASER AT CLOSING. UNLESS THE LEASE IS TERMINATED BY BOTH SELLER AND THE TENANT PRIOR TO CLOSING, THE LEASE IS BINDING UPON THE SELLER AND THE PURCHASER AFTER CLOSING. THE SELLER FURTHER ACKNOWLEDGES AND UNDERSTANDS THE SELLER MUST SIGN A SWORN AFFIDAVIT AT CLOSING STATING WHETHER OR NOT THERE ARE OUTSTANDING LEASES AND THAT IF THIS STATEMENT IS FALSE THE SELLER WILL BE SUBJECT TO CRIMINAL AND CIVIL LIABILITY.

SELLER states there are no Deed restrictions against this property which will have a more restrictive effect than the current zoning ordinance except: _____

7) SETTLEMENT: SELLER hereby agrees to make settlement on the described premises within _____ days of an executed Agreement of Sale.

8) SELLER agrees that Broker will have an equitable lien for Broker's commission on the property beginning when a sales contract is signed and then on the proceeds at the closing. If the property is leased, then Broker will have an equitable lien on rental payments for any commissions due to Broker and, if the property is then sold, on the proceeds at the closing for any commissions then due. If SELLER sells the property, SELLER will include in the sales contract that buyer will assume all obligations under this Agreement, it being agreed that this Agreement will be binding on SELLER'S successors and assigns.

9) SELLER indemnifies BROKER from and against all claims, suits, cost, expert's fees, awards and judgments, including reasonable attorney's fees, arising out of or occasioned by any untrue statement of a material fact, or by the omission of a material fact necessary to make SELLER'S statements not misleading or untrue regarding the property or any aspect of it.

10) OTHER CONTRACT PROVISIONS: SELLER understands the authority conferred upon the BROKER by this Agreement cannot be withdrawn during the term of this Agreement and shall be binding upon the heirs, executors, administrators, personal representatives, and assigns of the SELLER.

11) FAX TRANSMISSION AND/OR COUNTERPARTS SIGNATURE: This contract may be executed in any number of counterparts, including counterparts transmitted by electronic signature, email, email signature or other facsimile signature, or FAX, any one of which shall constitute an original of this contract. When counterparts or facsimile copies have been executed by all parties, they shall have the same effect as if the signatures to each counterpart or copy were upon the same document and copies of such documents shall be deemed valid as originals. The parties agree that all such signatures may be transferred to a single document upon the request of any party.

12) MLS FEE: Received of _____ the sum of _____ dollars (\$ _____)

13) By signing this listing agreement, ☐ Sellers ☐ Landlords acknowledge they received the Consumer Information Statement on New Jersey Real Estate Relationships. I, _____ (name of licensee), as an authorized representative of **BHHS Fox & Roach, REALTORS** (name of firm), intend, as of this time, to work with you as a (indicate one of the following): ☐ Seller's Agent only ☐ Landlord's Agent only ☐ Seller's Agent and Disclosed Dual Agent if the opportunity arises, ☐ Landlord's Agent and Disclosed Dual Agent if the opportunity arises, or ☐ Transaction Broker (as such terms are defined in N.J.A.C. 11:5-6.9 and the Consumer Information Statement).

COMMENTS: _____

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

To indicate their Agreement, the SELLER and BROKER have completed and signed this contract.

All parties necessary to legally convey the property must sign.

DO NOT SIGN THIS LISTING AGREEMENT UNLESS PROPERLY DATED.

SELLER's Signature: _____ Date Signed: _____

Address: _____

Phone (day): _____ (eve): _____

SELLER's Signature _____ Date Signed: _____

Address: _____

Phone (day): _____ (eve): _____

Listing BROKER's Signature: _____ Date Signed: _____

Agency Address: _____

Listing Sales Representative: _____



State of New Jersey

PHILIP D. MURPHY
Governor

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

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.

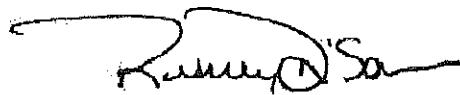
Penalties. If you violate the FCHA, you may be subject to penalties up to \$1,000 for a first violation within five years of the complaint, up to \$5,000 for a second violation within five years of the complaint, and up to \$10,000 for two or more violations within seven years.

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

Affiliated Business Arrangement Disclosure Statement

To: _____ Property: _____
From: Berkshire Hathaway HomeServices Fox & Roach Date: _____

This is to give you notice that each of the companies listed below is part of a family of companies (collectively, the "Affiliated Companies") owned by Berkshire Hathaway, Inc. ("Berkshire Hathaway"), and each may refer you to the services of another. Most are under common ownership, either directly or through one or more subsidiaries, by Fox & Roach/Trident Limited Partnership ("F&R/T"). F&R/T, HomeServices Relocation, LLC, HomeServices Insurance, Inc. doing business as Trident Insurance Agency ("Trident Insurance Agency"), and Prosperity Home Mortgage, LLC, are each wholly owned directly or indirectly by HomeServices of America, Inc. ("HSoA"), a Berkshire Hathaway affiliate. Silverton Mortgage is a wholly-owned indirect subsidiary of Clayton Homes, a Berkshire Hathaway affiliate. Because of these relationships, the referral of a customer (including you) by any of the Affiliated Companies to another may provide the referring company, its affiliates, and/or their employees with a financial or other benefit.

- Fox & Roach LP ("Fox & Roach") doing business as Berkshire Hathaway HomeServices Fox & Roach, REALTORS®, is a real estate brokerage company and a wholly-owned direct subsidiary of F&R/T.
- Trident Land Transfer Company LP is a title insurance agency and a wholly-owned direct subsidiary of F&R/T.
- Trident Land Transfer Company (NJ) LLC ("Trident NJ") is a title insurance agency, owned 49% by F&R/T.
- Premier Service Abstract, LLC is a title insurance agency wholly-owned by Trident NJ.
- Title Resources Guaranty Company ("TRG") is a title underwriter, owned 9.5% by HomeServices Title Holdings, LLC, a wholly-owned direct subsidiary of HSoA.
- HomeServices Insurance, Inc.* doing business as Trident Insurance Agency ("Trident Insurance Agency") is a property/casualty insurance agency and a wholly-owned direct subsidiary of HSoA.
- In addition, while Fox & Roach is not affiliated with American Home Shield Corporation doing business as HSA Home Warranty ("HSA Home Warranty"), it does advertise them for a fixed service fee.

Trident Land Transfer Company LP and Trident Land Transfer Company (NJ) LLC are together referred to herein as "Trident Land Transfer."

Set forth on the **reverse side of this form** is the estimated charge or range of charges for each of the services listed. You are NOT required to use any of these service providers as a condition of the sale of the subject property or to obtain access to any settlement service.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

ACKNOWLEDGEMENT: I/we have read this disclosure form and understand that the Affiliated Companies may refer me/us to purchase the above-described settlement service(s) from one another and that any such referrals may provide the referring company, its affiliates, and/or their employees with a financial or other benefit.

Seller Signature _____ Date _____

Seller Signature _____ Date _____

HSOA-00009472.19

Affiliated Business Arrangement Disclosure
(Page 1 of 2) Rev. 5/9/2022

BHHS - Fox & Roach REALTORS - 109 34th Street, 109 34th Street Ocean City NJ 08226
Phone: 609-399-8200 Fax: 609-399-5499 Kevin Decosta

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Service Provider	Service Provided	Charge or Range of Charges			
Berkshire Hathaway HomeServices Fox & Roach, REALTORS ®	Broker's Commission	6% - 10% of the sales price plus \$0 - \$1,000			
HomeServices Relocation, LLC	Relocation Services	Fees paid by real estate broker			
Trident Land Transfer Premier Service Abstract, LLC (NJ only)	Owner's/Lender's Title Policy (may be provided by TRG)	Title Insurance Rates & Premiums			
		Standard Rate			
			PA	NJ	DE
		\$0-\$100,000 policy	\$569-\$1,025	\$200-\$525	\$110-\$385
		For policies over \$100,000 add base amount above plus amount to the right	\$5.70-\$1.42 per \$1,000 of coverage	\$4.25- \$2.00 per \$1,000 of coverage	\$3.30 - \$1.40 per \$1,000 of coverage
	Enhanced Coverage				
		10% + \$200 over Standard Rate above	20% over Standard Rate above	20% over Standard Rate above	
	Endorsements		\$100 per endorsement	\$25 per endorsement	\$50 per endorsement
	Hold-Open Work Charge Fee	Applicable to financing within 12 months of an all cash purchase	25% of the original premium	N/A	N/A
	Title Search and Exam Fees	Includes fees for recording service and Notice of Settlement	N/A	\$350-\$450	\$200
	Closing Service Letter		\$125	\$75	\$125
	Notary		\$45-\$100	\$25	N/A
	Wire Fee (per wire)		\$7-\$9	\$7-\$9	\$40
	Express Mail		\$20	\$20	\$15
Edoc Delivery Fee		\$99	\$50	N/A	
Settlement Fee		N/A	\$150-\$550	\$450	
Seller Document Prep Fee		\$75-\$125	N/A	\$150	
Trident Insurance Agency*	Homeowner's Insurance	\$200 - \$3,500 annual premium, depending on product and associated risk assessments (e.g., age of home, credit score, past claims of the insured, etc.)			
	Flood Insurance	Annual premium begins at \$170 and is based on property value and flood plain location			
Prosperity Home Mortgage, LLC	Loan Origination Fee	\$0 - \$1,199 (2% of loan amount on some bond products)			
	Appraisal	\$425 - \$1,102			
	Third Party Fees	\$33 - \$215 (credit report, tax service fee, flood cert fee)			
Silverton Mortgage	Loan Origination Fee	0 – 2.75% of the loan amount (includes third party fees)			
	Appraisal	\$475 - \$900			
HSA Home Warranty	Home Warranty	\$490 - \$2,597, depending on property and coverage options			

*In rare cases, your insurance policy may instead be issued by Long & Foster Insurance Agency, Inc., an affiliate of HomeServices Insurance, Inc. ("HSI"), or under another one of HSI's trade names. HSI's trade names include: Edina Realty Insurance Agency, Home Team Insurance, HomeServices Insurance Agency, InsuranceSouth, Long Insurance Group, ReeceNichols Insurance and Trident Insurance Agency.

**Informed Consent to DUAL AGENCY
ADDENDUM TO LISTING AGREEMENT**

This Addendum is made on _____ (date) to the Residential Listing Agreement ("Agreement") dated _____, between _____ (Seller) and Fox & Roach LP t/a Berkshire Hathaway HomeServices Fox & Roach, REALTORS® (Broker) for the property located at _____.

The Agreement is hereby amended to add the following provisions:

1. Some potential Buyers may elect to employ the services of their own agent/broker (also known as "Buyer Broker/Agent") who represents the interest of the Buyer and is not an agent or subagent of the Seller, or the services of an agent/broker who provides brokerage service but does not represent either the Buyer or the Seller (also known as a "Transaction Broker Agent").
2. Authority is granted to the Broker to make property available to Buyer Broker/Agents or Transaction Broker/Agents and their clients or customers.
3. Authority is granted to the Broker to pay a competitive portion of the Broker's compensation to a Buyer Broker/Agent or a Transaction Broker/Agent.
4. Seller understands that Broker is in the business of representing both Sellers and Buyers as an agent for the sale and purchase of real property. Seller hereby consents that Broker may act as "Dual Agent" in the sale of this property in any event where Broker has already entered into an "Exclusive Buyer Agency" with a Buyer prior to such Buyer making an offer to purchase this property. In case of "Dual Agency," the Broker has the duty to make a full and timely disclosure of all material facts within the Broker's knowledge or readily available to the Broker which might in any way affect either the Seller's or the Buyer's rights and interests or otherwise influence either party's actions or decisions in connection with the contemplated transaction.
5. However, if confidential information has been previously communicated to Broker by either Seller or the Buyer, it is agreed that Broker will not disclose (and is not required to disclose) such information to Seller or the Buyer, unless authorized in writing. For example, the Broker will not disclose to the Buyer that the Seller will accept a price less than the listing price, and will not disclose to the Seller that the Buyer will pay a sum greater than the price offered; and Broker will not disclose information relating to prior or concurrent offers and counteroffers involving the subject property to other buyers, nor information relating to Seller's reasons for entering into the transaction, unless authorized in writing by the Seller.
6. I (we) have received the "Consumer Information Statement" regarding real estate relationships in New Jersey.

WITNESS OUR SIGNATURES:

For Sellers and Landlords

"By signing this Consumer Information statement, I acknowledge that I received this Statement from Berkshire Hathaway HomeServices Fox & Roach, REALTORS® prior to discussing my motivation to sell or lease or my desired selling or leasing price with one of its representatives."

Signature of Seller or Landlord

Date


Signature of Seller or Landlord

Date

Declaration of Business Relationship from the Berkshire Hathaway HomeServices Fox & Roach, REALTORS® Representative

I _____, as an authorized representative of Berkshire Hathaway HomeServices Fox & Roach, REALTORS®, intend, as of this time, to work with you as:

- ☐ Seller's Agent Only ☐ Buyers' Agent Only ☐ Buyer's Agent and Disclosed Dual Agent if the opportunity arises
☐ Transaction Broker ☒ **Seller's Agent and Disclosed Dual Agent if the opportunity arises**
☐ 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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DON'T LET SCAM ARTISTS STEAL YOUR MONEY!

Because you are going to be involved in a real estate transaction where money is changing hands, **you are a potential target for cyber-criminals.** These sophisticated criminals could:

- Try to hack into your email account or the email of other persons involved in your transaction and direct you to send a wire to the hacker's account.
- Even send you emails that appear to be from your agent, your closer, your lender or another trusted source!

WHEN YOU ARE USING BHHS FOX & ROACH, REALTORS® AND OUR FAMILY OF COMPANIES TO CLOSE YOUR SALE, YOU WILL NEVER BE DIRECTED BY EMAIL TO WIRE MONEY, EVER!

If you receive wiring instructions via email, even if they appear legitimate, **do not send money to that account.** Always call to verify such instructions.

Closing with another company? Always contact the closer directly before wiring any money. To ensure it is really the closing company:

- Do not use a phone number or other contact information from an email.
- Do use a business number from another source (such as the closing company's website) to make sure you are actually talking to your closer and not someone intent on stealing your money.

I acknowledge the above information:

Seller

(Date)

Seller

(Date)