



Hello 😊,

We hope you and your family are well and we would like to thank you for you for giving us the opportunity to help make the 2022 rental season the best one yet! 2021 was amazing and has taught many tenants that booking early is the way to go! So, the sooner we receive your agreement and rates the sooner we can get you booked up.

We also know a large amount of people took advantage of the lucrative real estate market. If you Sold your property, please send us an email or give us a call letting us know at 609.398.7100 or RentAtTheShore@comcast.net so we can remove you from our system and dispose of the property keys.

Our organization is continuing to help secure rental bookings and make the process as easy as possible for the consumer. With that,

- we allow credit card bookings which is at no expense to the Owner
- offer personal log ins for both the Tenant and the Landlord to keep track of their payments and reservation,
- red flag tenants whom the Landlord does not wish to continue renting to
- Our rental system Real Time Rental allows immediate updates with reservations, cancellations, price changes, etc. especially with any co-ops who also use the software. The moment a change is entered all other agencies using the program will be updated simultaneously.

Several things to review and fill out:

- Upon your review of the enclosed listing agreement, please indicate if there are any changes to your amenities, beds, fans, cable package etc.
- Please review your repair vendors so in case of an emergency and you are not able to contact a vendor, we can do so in your stead.
- Please provide 2022 rates on the reverse side of page 2 of the listing agreement and please note what weeks may already have been reserved, if not already indicated.
- Please review the Co-Op Brokerages and let us know if any need to be added or removed this will ensure accuracy in reporting the weeks that have been rented.
- If you have any special rules and/or criteria you would like to be automatically input into the addendum section of the lease let us know we can insert a default addendum to your property.
- When you receive a lease agreement that is acceptable from us, please sign and return the lease as quickly as possible with the return envelope provided or we can use E-Sign upon your request (this is the best way to be assured that the lease is locked in quickly)
- If you are no longer planning on renting your home please contact us at 609-398-7100 so we can remove your property from the system.

Upon your review and approval of the enclosed rental listing packet, please sign and return one copy of the listing agreement and W-9 in the envelope provided. If you would prefer your listing be emailed to you, please just give us a call or email RentAtTheShore@comcast.net with your request.

We appreciate your business and thank you for your confidence in RE/MAX AtTheShore. Please visit with us at www.AtTheShoreNJ.com

Sincerely, **RE/MAX** At The Shore

Rental Property Information for Tenants

A great way to supply this information is either in a binder located in plain view in the unit, posted on the refrigerator or in each location.

Trash & Recycle

- Days of Pick Up for Trash
- Days of Pick Up for Recycle
- Where cans are located
- Where and when they can place cans for pick up

Wifi, Internet & Cable

- Wifi Name
- Wifi Password
- If you have On Demand and do not want tenants to purchase movies, etc. Please put a child lock code on your account.

Kitchen

- Any special instructions for appliances or amenities please note in writing, i.e. Ice maker is slow to refill if emptied all at once it may take a couple hours to refill or do not use dish soap in the dishwasher (you would be surprised how often that happens and the tenant doesn't understand why there are bubbles overflowing out of the dishwasher).

Bathrooms

- Any special instructions for use of facilities, i.e. please do not flush wipes or paper towels to prevent clogging

Bedrooms

- Any special instructions for use of fans, removal of mattress protectors, where extra blankets and pillows are stored, TV instructions etc.

Laundry Room

- Special Instruction on the washer and Dryer, i.e. do not overload the washer, please shake out beach towels prior to washing or drying, etc.

Garage

- Guidance as to where to store beach equipment or where provided equipment is stored, area's not to be disturbed (owners closets) or appliances not to be unplugged, etc.

If this is your first time renting your property please contact your listing agent for a handy rental property check list.



3301 Bay Ave.
 Ocean City, NJ 08226
 Office: (800) 237-3877
 Fax: (609) 398-7108
 www.attheshorenj.com

SUMMER RENTAL LISTING AGREEMENT

Approved Plain Language Agreement adopted by and for the exclusive use of RE/MAX AtTheShore. Approval of a consumer contract by the attorney general only means that simple, understandable and easily readable language is used. It is not an approval of the contract's terms or legality. Underlined items and amenities are not part of the Approved Plain Language Agreement.

OWNER INFORMATION

- 1. Owner: _____
- 2. Social Security/Federal I.D.#: _____
- 3. Mailing Address: _____
- 4. Email Address: _____
- 5. Phone: (H) _____ FAX: _____ CELL: _____
- 6. Local Phone: _____
- 7. Make Rental Checks Payable to: _____

PROPERTY INFORMATION

- 1. Address: Unit/Floor: _____
 Unit Telephone Number: _____
- 2. Number of Bedrooms: _____ Number of Baths: _____ Occupancy Limit: _____
- 3. Minimum Rental Period: _____
- 4. Term of Listing: January 1, 2022 - December 31, 2022
- 5. Other Realtors if any: _____

IN CASE OF EMERGENCY: (Contact the following)

- 1. Weekend Emergency #: _____
- 2. Appliance Repair: _____
- 3. Plumber: _____
- 4. Electrician: _____
- 5. Cleaning: _____
- 6. Handyman: _____
- 7. A/C Repair: _____
- 8. Other: _____

AMENITIES (Indicate Number of Each if Applicable)
 The amenities shall remain as set forth below unless otherwise advised in writing by Owner.

WIFI
 Username:
 Password:

Beach Tags Provided: Y or No Number of Tags:
 Access:
 Door Code: Y or N
 Key: Y or N

Anything Special you would like us to know:

The following page are the amenities that you will supply the tenants. Please check off everything you have in your property that will be there for them to use.

<input type="checkbox"/> No Pets Accepted	<input type="checkbox"/> Allow Pets	<input type="checkbox"/> Owner Pets on Premis	<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"/> 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"/> Full Size Refrigerator	<input type="checkbox"/> Mini Refrigerator
<input type="checkbox"/> Stove	<input type="checkbox"/> Oven	<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"/> 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"/> Standard Fans	<input type="checkbox"/> # of AC Units	<input type="checkbox"/> # of Ceiling Fans	<input type="checkbox"/> # of Standard Fans	<input type="checkbox"/> Water Heated (Propan)
<input type="checkbox"/> Water Heated (Oil)	<input type="checkbox"/> Phone Activated	<input type="checkbox"/> Long Distance Block	<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"/> Parking	<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"/> # of DVDs	<input type="checkbox"/> Blu-Ray Player	<input type="checkbox"/> # of Blu-Ray Player	<input type="checkbox"/> TV Streaming Device	<input type="checkbox"/> High Speed Internet
<input type="checkbox"/> Wifi	<input type="checkbox"/> Private Pool	<input type="checkbox"/> Community Pool	<input type="checkbox"/> Private Sauna	<input type="checkbox"/> PoolTags
<input type="checkbox"/> Elevator	<input type="checkbox"/> Linens Provided	<input type="checkbox"/> Tenant Brings Linens	<input type="checkbox"/> Furnished	<input type="checkbox"/> Unfurnished
<input type="checkbox"/> Storage Area	<input type="checkbox"/> Vacuum	<input type="checkbox"/> Vacuum-Central	<input type="checkbox"/> High Chair	<input type="checkbox"/> Outside Shower
<input type="checkbox"/> Outside Shower Share	<input type="checkbox"/> Enclosed Outside Show	<input type="checkbox"/> Wood Fireplace	<input type="checkbox"/> Gas Log Fireplace	<input type="checkbox"/> # of Fireplaces
<input type="checkbox"/> # of Bicycles	<input type="checkbox"/> Beach Equipment	<input type="checkbox"/> BBQ Charcoal	<input type="checkbox"/> BBQ Gas	<input type="checkbox"/> BBQ Electric
<input type="checkbox"/> Essentials	<input type="checkbox"/> Boat Dock/Slips	<input type="checkbox"/> # of Boat Dock/Slips	<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"/> Fenced Yard	<input type="checkbox"/> Private Yard	<input type="checkbox"/> Open/Covered Porch
<input type="checkbox"/> Patio	<input type="checkbox"/> Elevator to Ground	<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 to Person c	<input type="checkbox"/> Smoke Detector	<input type="checkbox"/> Carbon Monoxide Dete	<input type="checkbox"/> Fire Extinguisher
<input type="checkbox"/> Deadbolt Lock	<input type="checkbox"/> Emergency Exit	<input type="checkbox"/> Outdoor Lighting	<input type="checkbox"/> Cabinet Locks	<input type="checkbox"/> Pets Considered
<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"/> # of Beach Badges	<input type="checkbox"/> Handicap Access			

1. Rental listing Agreement. Owner represents that the He/She is the Owner of the Property or authorized by the Owner of the Property to sign this Rental Listing Agreement and that the Owner has the legal right to lease the Property. In Consideration of the services to be performed by the above Rental Agent, the Owner does hereby authorize and give the Rental Agent a listing to lease this Property at the prices listed or for any other price for which the Owner may agree. The term of this Rental Listing Authorization is for the period set forth above. If this is a non-exclusive listing and other real estate agencies are authorized to lease this Property on behalf of the Owner, the Owner has designated the other rental agents above.

2. Rental Payment Collection and Disbursement. Rental Agent shall collect on behalf of Owner all rental payments and security deposits required. All such funds shall be placed in the Rental Agent's Trust Checking Account (a non-interest bearing account) prior to disbursement. Owner acknowledges that any payment shall not be disbursed to the Owner until a reasonable time after such funds have cleared the account of the Rental Agent.

3. Commission. Owner agrees to pay Rental Agent a commission of 12%. All payments are to be collected by Rental Agent and the commission shall be deducted from each installment of rent received by the Rental Agent. In the event the Rental Agent has made a payment to the Owner, which the Tenant withdraws, submits a check that is returned as "Insufficient Funds", or otherwise cancels such that the Rental Agent never receives the funds, the Owner agrees to reimburse the Rental Agent for any such funds. Rental agent may deduct such reimbursement from any funds of owner held or received by rental agent. Owner understands and agrees that the commission fee is solely for the purpose of securing tenants and does not include Property management services. The Rental Agent is not a Property manager. Owner is solely responsible for all Property inspections. AS LESSOR AND/OR SELLER, YOU HAVE THE RIGHT TO INDIVIDUALLY REACH AN AGREEMENT ON ANY FEE, COMMISSION OR OTHER VALUABLE CONSIDERATION WITH ANY BROKER. NO FEE, COMMISSION OR OTHER CONSIDERATION HAS BEEN FIXED BY ANY GOVERNMENTAL AUTHORITY OR BY ANY TRADE ASSOCIATION OR MULTIPLE LISTING SERVICE.

4. Non-refundable Tenant Processing Fee. The undersigned Owner understands and agrees that the broker under this contract (Rental Agent) may charge a non-refundable tenant-processing fee to the tenant under each lease. This fee represents the efforts of Rental Agent in processing the rental application of the tenant. The undersigned Owner understands that the broker (Rental Agent) represents only the Owner in this rental transaction and the commission to the Rental Agent in this agreement as well as the tenant-processing fee represent compensation from both parties for the rental transaction. This fee will be deducted from the first payment made by the tenant.

5. Accidental Rental Damage Insurance. The Accidental Damage waiver is a \$50.00 non-refundable fee paid by the tenant to RE/MAX AtTheShore to provide coverage to the rental property or its contents unintentionally caused by a registered guest from accidental or pet damage to the rental property during their stay up to \$3,000.00. Damage must be disclosed/reported upon check out by the tenant or within 7 days of check out date by the owner and/or owner's representation in writing to RE/MAX AtTheShore. Claims: Owner must submit to RE/MAX AtTheShore a claim, include all information regarding the claim with the description of the damage and the action to be taken for repair; please be specific and provide as much detail as possible. If the damage is anticipated to be over \$1000, include pictures with the claim form submission. Within 45 days of the initial filing, submit all receipts or invoices to RE/MAX AtTheShore for submission to Travel Guard for review and processing. Generic word document receipts are not acceptable; must be on vendor letterhead or business invoice. Please see attached Description of Coverage and Guidelines.

6. Owner Indemnification. Owner hereby indemnifies Rental Agent for any and all claims, losses and expenses, including reasonable attorney's fees, incurred in connection with the rental of the Property, including the holding or release of any security deposit or the placement of real estate signs on the Property. Owner hereby authorizes the rental agent to release the security deposit to the tenant as set forth in this listing agreement. Owner understands and agrees that the Rental Agent is acting as Rental Agent only and is not a manager of the Property.

7. Sign Authorization. Owner hereby grants Rental Agent the authority to erect a rental sign on the Property. The Owner acknowledges that the Owner is aware of the municipal ordinances governing real estate signs in the town where the rental property is located. The Owner further acknowledges that no other broker has been given the authority to place a real estate sign on the Property, which would result in violation of the ordinances governing real estate signs. The Owner is solely responsible for any and all violations of municipal ordinances in regard to the placing of real estate signs on the Property.

8. Condition of Property. Owner represents and warrants that the Property is habitable and is in compliance with all Local, County, State and Federal laws and regulations including but not limited to those pertaining to Licensing, Land Use, Health, Housing Code and Fire Safety.

9. Consumer Information Statement. By signing this Listing Agreement, the Owner acknowledges receipt of the Consumer Information Statement on New Jersey Real Estate Relationships. All RE/MAX AtTheShore agents as authorized representative of RE/MAX AtTheShore intend at this time to work with you as Owner/Landlords agent only.

10. Privacy/Security Cameras. If there are any security cameras on the Property, including but not limited to what often are called "nanny cams" or other video or audio taping equipment, the Landlord represents that the security cameras will be disabled and not functioning during the Term of this Lease unless only the Tenant has the use of the security system and neither the Landlord nor any other party has access to or the use of it. The Landlord acknowledges that any use or access to the security system by the Landlord or any other party during the tenancy may constitute an invasion of privacy of the Tenant and subject to civil damages and criminal charges.

11. Attorney General Memorandum. Owner agrees to comply with the Memorandum of the Attorney General of New Jersey regarding the New Jersey Law against Discrimination and Federal Fair Housing Law.

The undersigned acknowledges that they have read all pages of this Listing Agreement and warrant the accuracy of all statements and information contained herein. The undersigned certifies that this agreement is the entire and only agreement between the parties and cancels any previous agreements. This agreement can only be changed by a contract in writing signed by all parties.

_____, Owner

_____, Owner

_____, Rental Agent

Rental Rate Year - 2022: Full Season: _____ 1st Half Season: _____ 2nd Half Season: _____

Yearly: _____ Winter: _____ Per Night Rate: _____

Monthly January: _____ February: _____ March: _____ April: _____ May: _____ June: _____ July: _____

August: _____ September: _____ October: _____ November: _____ December: _____

Weekly:

Jan 1	_____	Feb 26	_____	Apr 23	_____	Jun 18	_____
Jan 8	_____	Mar 5	_____	Apr 30	_____	Jun 25	_____
Jan 15	_____	Mar 12	_____	May 7	_____	Jul 2	_____
Jan 22	_____	Mar 19	_____	May 14	_____	Jul 9	_____
Jan 29	_____	Mar 26	_____	May 21	_____	Jul 16	_____
Feb 5	_____	Apr 2	_____	May 28	_____	Jul 23	_____
Feb 12	_____	Apr 9	_____	Jun 4	_____	Jul 30	_____
Feb 19	_____	Apr 16	_____	Jun 11	_____		
Aug 6	_____	Sep 24	_____	Nov 12	_____		
Aug 13	_____	Oct 1	_____	Nov 19	_____		
Aug 20	_____	Oct 8	_____	Nov 26	_____		
Aug 27	_____	Oct 15	_____	Dec 3	_____		
Sep 3	_____	Oct 22	_____	Dec 10	_____		
Sep 10	_____	Oct 29	_____	Dec 17	_____		
Sep 17	_____	Nov 5	_____	Dec 24	_____		

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.	See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
		<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: 1px solid black; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: 1px solid black; text-align: center;">-</td> <td style="width: 46%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
or					
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: 1px solid black; text-align: center;">-</td> <td style="width: 73%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
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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 or 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); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

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.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



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
P.O. BOX 089
140 EAST FRONT STREET, 6TH FLOOR
TRENTON, NJ 08625-0089

GURBIR S. GREWAL
Attorney General

CRAIG SASHIHARA
Director

TO: Property Owners

FROM: Gurbir S. Grewal, Attorney General, State of New Jersey
Craig Sashihara, Director, NJ Division on Civil Rights

DATE: August 2018

SUBJECT: Housing Discrimination Laws

The New Jersey Real Estate Commission 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 (the "LAD") and federal laws prohibiting discrimination in the sale or rental of real property.

In New Jersey, it is illegal to discriminate against a prospective or current buyer or tenant because of race, creed, color, national origin, sex, gender identity or expression, marital status, civil union status, affectional or sexual orientation, familial status, pregnancy or breastfeeding, actual or perceived physical or mental disability, ancestry, nationality, domestic partner status, source of lawful income used for mortgage or rental payments, or liability for service in the Armed Forces of the United States. It is also illegal to place any advertisement or make any statements or utterances that express, directly or indirectly, any limitations to offer housing or real estate based on any of those characteristics.

State and federal fair housing laws apply 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:

- Discrimination based on "source of lawful income used for mortgage or rental payments," means, for example, that a landlord cannot reject a prospective tenant because he or she intends to rely on a Section 8 rental voucher, FEMA voucher issued to Superstorm Sandy victims, or other types of rent subsidies.
- A "No Pets" rule cannot be enforced to prevent a person with a disability from using a service or guide dog. A landlord may not charge a tenant with a disability an extra fee for keeping a service or guide dog.
- Discrimination based on "familial status" prohibits discrimination against families with a child or children under 18 years old, and includes pregnant women.
- 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 full enjoyment of the premises.

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 not exceeding \$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 he/she receives on your property. Brokers and salespersons are licensed by the New Jersey Real Estate Commission and their activities are subject to the 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 based on any of the protected classes.

Exemptions. The sale or rental of property (including open land) whether for business or residential purposes, is covered by the LAD. In most cases, the following sales or rentals are exempt from the LAD¹:

- Renting one apartment in a two-family dwelling if the owner lives in the other apartment.
- Renting a room or rooms in a one-family dwelling if the owner lives in the same dwelling.
- A religious organization can give preference to persons of the same religion when selling or renting real property.
- In certain types of housing designated for older persons, it is not unlawful to discriminate based on familial status.

For more information about the LAD and Fair Housing Amendments Act of 1988, or if you have other questions about discrimination in the sale or rental of real property, including how to report a complaint, please review our website www.NJCivilRights.gov or call our Housing Hotline at (866) 405-3050. Please contact us if you would like the Division on Civil Rights to provide training on the subject of housing discrimination. Thank you.



Gurbir S. Grewal
Attorney General



Craig Sashihara
Director, Division on Civil Rights

¹ Discrimination in connection with some of the transactions covered by these exemptions may nevertheless be prohibited under the *Federal Civil Rights Act of 1866*, 42 U.S.C. 1981, 1982.

