



In Cooperation with the Borough of Stone Harbor's efforts to maintain classification under the Community Rating System (CRS) this Real Estate Office, _____, provides the following brochures/handouts on the importance of Flood Insurance within our community. This information is available to all existing homeowners as well as potential new homebuyers.

- ✓ Ask Before You Buy: Know Your Flood Risk
- ✓ NFIP Nothing Can Dampen the Joy of Home Ownership...
- ✓ Protect Your New Home ~ Flood Risk & Flood Insurance Basics (F-697)
- ✓ Myths & Facts About the National Flood Insurance Program
- ✓ Cape May County Flood Information Map (Panel 0242)

In addition to the information available on the brochures/handouts this office provides full seller disclosure to potential homebuyers which includes whether or not a property is located within a flood zone.

This information is provided on all listing agreements and contracts of sale.

This office, in cooperation with the Cape May County MLS, can offer a National Flood Search on a property thru myfloodstatus.com website at a reduced fee.

Signature

Date

Title

Exclusive Listing Agreement Dated: _____ ;BETWEEN

LEGAL OWNER(s) (SELLER): _____ AND

LISTING AGENCY (BROKER): Diller & Fisher Real Estate Phone: (609) 368-3311

ADDRESS OF PROPERTY BEING SOLD: _____

BLOCK#: _____ ; LOT#(s): _____ ; Municipality: _____ ; LOT SIZE: _____ ;

LAND ASSESSMENT: _____ ; IMPROVEMENTS: _____ ; TAXES: _____ ;

In consideration for BROKER listing and attempting to obtain a purchaser for SELLER(s) property, the SELLER gives BROKER the sole and exclusive right to sell the property for _____, or for any other price and any terms to which the SELLER may consent in writing from this date, through _____, and authorizes the BROKER to place BROKER'S 'For Sale' and 'Sold' signs on the property, removing all others, and to take any other reasonable action to sell the property.

1) SUBMISSION TO MULTIPLE LISTING SERVICE: BROKER Will submit this listing to the following:
[] CAPE MAY COUNTY MLS [] SO. JERSEY SHORE REGIONAL MLS [] INTERNET [] IDX [] NONE

2) COMMISSION ON SALE, EXCHANGE or TRANSFER OF PROPERTY:
SELLER agrees to pay BROKER a commission of _____ if the sale or exchange of this property, or any part of it, is made by the BROKER or any Subagent or Buyers Broker or By SELLER or any person during the term of this Agreement, which commission shall be payable at final settlement. In the event title does not close as a result of breach of contract by the SELLER, the SELLER shall be liable to the listing BROKER for the commission.
AS SELLER, YOU HAVE THE RIGHT TO INDIVIDUALLY REACH AN AGREEMENT ON ANY FEE, COMMISSION OR OTHER CONSIDERATION WITH ANY BROKER. NO FEE, COMMISSION OR OTHER CONSIDERATION HAS BEEN FIXED BY ANY GOVERNMENTAL AUTHORITY OR BY ANY TRADE ASSOCIATION OR MULTIPLE LISTING SERVICE. Nothing herein is intended to prohibit an individual BROKER from establishing a policy regarding the amount of fee, commission or other valuable consideration to be charged in transactions by the BROKER.
BROKERAGE ARRANGEMENTS: SELLER offers and BROKER agrees to pay the following commissions:
To SUBAGENT: _____. To BUYER'S BROKER: _____. To TRANSACTION BROKER: _____.
LISTING BROKERS USUALLY COOPERATE WITH OTHER BROKERAGE FIRMS BY SHARING INFORMATION ABOUT THEIR LISTINGS AND OFFERING TO PAY PART OF THEIR COMMISSION TO THE FIRM THAT PRODUCES A BUYER. THIS IS GENERALLY REFERRED TO AS THE 'COMMISSION SPLIT'. SOME LISTING BROKERS OFFER TO PAY COMMISSION SPLITS OF A PORTION OF THE GROSS COMMISSION, USUALLY EXPRESSED AS A PERCENTAGE OF THE SELLING PRICE, LESS A SIGNIFICANT DOLLAR AMOUNT. OTHER LISTING BROKERS OFFER A PORTION OF THE GROSS COMMISSION LESS ONLY A MINIMAL LISTING FEE OR LESS ZERO. THE AMOUNT OF COMMISSION SPLIT YOUR BROKER OFFERS CAN AFFECT THE EXTENT TO WHICH YOUR PROPERTY IS EXPOSED TO PROSPECTIVE BUYERS WORKING WITH LICENSEES FROM OTHER BROKERAGE FIRMS. ON THIS LISTING, THE BROKER IS OFFERING A COMMISSION SPLIT OF _____ MINUS _____ TO POTENTIAL COOPERATING BROKERS. IF YOU FEEL THAT THIS MAY RESULT IN YOUR PROPERTY RECEIVING LESS THAN MAXIMUM EXPOSURE TO BUYERS, YOU SHOULD DISCUSS THOSE CONCERNS WITH THE LISTING SALESPERSON OR HIS/HER SUPERVISING BROKER. BY SIGNING THIS LISTING AGREEMENT THE OWNER(S) ACKNOWLEDGE HAVING READ THIS STATEMENT ON COMMISSION SPLITS.

3) BROKER PROTECTION: A brokerage fee shall be paid by SELLER if this property, or any portion of it is placed under contract, sold, conveyed, or otherwise transferred within _____ days of the termination of this Agreement, or any extension of it to anyone to whom the BROKER has presented this property prior to final termination, provided SELLER has received written notice including the names of prospective Buyers within seven (7) business days after termination of this Agreement or any extension of it. However, this protection does not apply if the property is subsequently listed with another real estate broker at the time of sale.

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

5) DECLARATION OF LICENSEE BUSINESS RELATIONSHIPS(s):

SELLER(s) acknowledge that he has received the Consumer Information Statement on New Jersey Real Estate Relationships.

_____, (name of firm) and, _____ (name(s) of licensee(s)), AS ITS AUTHORIZED REPRESENTATIVES(S), ARE WORKING IN THIS TRANSACTION AS (choose one)
 SELLER'S AGENTS BUYER'S AGENT DISCLOSED DUAL AGENTS TRANSACTION BROKERS

SELLER(s) has received and signed the Consumer Information Statement on New Jersey Real Estate Relationships, a copy of which is attached hereto, which declares the business relationship between the SELLER(s) and the firm.

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.

SELLER states that the information given and listed on this Listing Agreement is complete and correct. SELLER acknowledges receipt of the Memorandum of the Attorney General regarding discrimination attached hereto, and that they have read and received a copy of this Agreement.

There are no Agreements of conditions other than those stated in this Listing Agreement.

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

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

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

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

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

8) SELLER REPRESENTS PROPERTY: IS IS NOT MAY BE located in the Airport Safety Zone;
 IS IS NOT MAY BE located in a Flood Zone.

9) SELLER indemnifies BROKER from and against all claims, suits, cost, expert's fees, awards and judgements, including reasonable attorney's fees, arising out of or occasioned by an 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) FACSIMILE TRANSMISSION AND/OR COUNTERPARTS SIGNATURE: This contract may be executed in any number of counterparts, including counterparts transmitted by telecopier, or facsimile machine, or any one of which shall constitute an original of this contract. When counterparts of 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) OTHER TERMS or CONDITIONS: _____

SELLER(s) Signature: _____ SELLER(s) Signature: _____

SELLER(s) Address: _____ SELLER(s) Address: _____

Social Security # _____ Social Security # _____

Phone (Day): _____ (Eve) _____ Phone (Day): _____ (Eve) _____

Listing BROKER'S Signature: _____ Listing Sales Representative: _____

Listing BROKER'S Address: _____

Date: _____ (Signed By BROKER) Date: _____ (Signed By SELLER)

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