



******OWNERS PLEASE READ CAREFULLY AND COMPLETE THE ATTACHED
AUTHORIZATION FORM IN ITS ENTIRETY! *******

Dear Owners,

Please take a moment to review a few of our policies, procedures, and recommendations to ensure a smooth rental season for 2027:

***Procedure for reporting Owner Reservations or Changes to Authorization:** If you rent a week yourself (even if you have reported to another CHRIS agency), or request any changes to rates, amenities, bedding, etc. PLEASE submit this request in writing to oceansideadmin@comcast.net or by fax to 609-361-1759 (email preferred). Make sure you receive confirmation of receipt by Oceanside, either by return email or phone call to our office if you send via fax. You **MUST** report to all other agencies as well as Oceanside, please don't assume if you report to us, the other agencies will be aware. We appreciate your compliance, as it is important to document all changes to avoid confusion or problems later on. We, and Island Realty are on the Chris System. Most other agencies are on the RealTime system.

***PLEASE CONFIRM RESERVED WEEKS OFTEN BY GOING TO OUR WEBSITE AT www.lbirealty.com/rentals/rental-search and entering your listing # at the bottom of the rental search at "go to listing #." Call the office if you do not know your listing #, or if you see discrepancies in the weeks that are reserved. WE ARE NOT ON THE REALTIME SYSTEM!**

Cleaning: Please provide your cleaning crews with our contact number and instruct them to contact us if they should ever have a problem completing cleaning by check-in time. Also, instruct your cleaning crews to contact you immediately if a tenant leaves a property in unacceptable condition and to document these conditions with cellphone photos, which should be sent as soon as possible to the rental agent. Cleanliness of properties is one of the most common complaints so please make sure your expectations for your cleaning crews include checking under beds and other furnishings for dirt/debris, sweep and mop/disinfect all hard floor surfaces, thoroughly clean and disinfect all aspects of bathrooms and kitchens, check cabinets and drawers for food and crumbs, dust all surfaces, clean smudges off windows and glass surfaces, **check bedding (especially mattress pads) to ensure cleanliness.**

Spring Cleaning: We ask that you complete a thorough spring cleaning prior to the beginning of each rental season. This includes blinds, curtains, baseboards and moldings, air/heat vents, kitchen/bathroom cabinets, bedding and carpeting, walls and ceiling fans.

Garbage Cans: Please provide an adequate amount of garbage/recycling cans for your home's occupancy. A good rule of thumb is ½ can per occupant. Please clearly label recycling cans with labels provided by your township, and **conspicuously post trash and recycling schedules**.

Internet Access: Please provide the internet network name and password in the space provided on your rental authorization form as well as **posting conspicuously** in the home. This will save many phone calls to you regarding internet use!

Dining Tables: Please make every effort to provide a dining table or tables in the same area that can accommodate your maximum occupancy. One of the most common complaints we have is that there is not enough seating together for the number of people the home accommodates, so occupants have a difficult time eating together.

Beach Badges: If you provide beach badges, please leave in a conspicuous place or in a container that is clearly marked.

Bedding: Please ensure mattress pads are freshly laundered and stain-free. New mattress pads are a small investment to make your tenants feel comfortable and clean. Please use pillow protectors that are easily laundered and have a few extra on hand. **Please have the cleaning crew visually check the mattress pads each week for stains/hair.**

Bath/Bathroom Mats: If you provide bath mats, please have several sets on hand so your cleaning people can provide fresh, clean and dry mats for each tenant.

Grills/Propane Tanks: Please make an effort to provide full tanks for each renter. We also suggest you have an extra full tank on hand. We will instruct tenants to fill tanks if found empty and submit the receipts for reimbursement by you. Dirty/poorly maintained grills are another one of the most common rental complaints. Please ask your cleaners to check your grill, if possible, or make other arrangements for maintaining your grill during the rental season.

Owner Instruction Books/information sheets left on tables or refrigerators. Books containing information about your house and expectations for your guests' behavior and use of your home are wonderful and appreciated. *However, please do not put information about issues that you will hold your tenant liable for via a security deduction **solely** in your book.* Anything of that nature must be clearly stated in the lease addendum that will become part of your tenants' leases. For example, if you leave towels that the tenants may use, you tell tenants this in your book, and the tenants leave them wet in the dryer, do not expect to collect an extra cleaning deduction if your cleaners have to dry and fold them. You **MUST** state in your lease addendum "tenant will be charged \$25 extra cleaning fee if towels are not washed, dried, folded and returned to linen closet,"and so on.

Security Holds: Although we make every effort to educate the tenant on how he/she should leave the property upon checkout, occasionally problems do occur. Our rental authorization and lease require the owner to notify Oceanside Realty in WRITING within 72 hours of any damages that may result in a security deduction to the tenant and we ask that you include photos to document the damage. We ask you accomplish this via email to oceansideadmin@comcast.net or to the rental agent. Please understand that although we will make every effort to facilitate an agreement between landlord and tenant in a security dispute, Oceanside Realty does not have any authority to determine liability and will simply continue to hold the disputed amount of the security in our escrow until some agreement is reached, or a determination is made by a court of law.

Property Photos: Please take the time to review your photos by accessing them online on Oceanside's website at www.lbirealty.com -just go to your listing# and click the link under the main photo. Please ensure that they are current and updated, especially in terms of furnishings, renovations and views. We encourage you to take photos yourself (cell phone photos work wonderfully, please just make sure to use plenty of light and remove clutter!) and email them to us at oceansideadmin@comcast.net. If you provide photos, please include every bedroom and bathroom, stairways, multiple views of kitchens and living spaces, all decks, yards and views. With the majority of people renting online, the more pictures included with the property information, the better the potential renters will be able to visualize your property as if they are walking through it.

Property description/narrative: We would appreciate it if you would provide a basic description of the layout of the home. EX:

Ground floor – foyer, rec room

1st floor – double bunk bedroom, twin bedroom, jack and jill bathroom, queen jr suite, laundry closet

2nd floor – king master bedroom, kitchen, dining area, living room, half bath

Also, if you would like to provide a narrative for your home, we welcome your input. Once again, the more information the better, to make your home as appealing as possible to tenants looking at properties online.

Thank you again for choosing Oceanside Realty as your rental agency for 2027! We look forward to another successful season!

~John Franzoni, Broker/Owner and the entire Oceanside Realty Team



2027 Rental Authorization

Property Address: Town: Unit: Lot: Block:

Bedrooms: # Full Baths: # Half Baths: Max. Occupancy:

Property Type (check one) ____Single Family ____Duplex (up/down) ____Townhouse (side/side) ____Condo

Location: (Check one): ____Oceanfront ____Oceanside ____Oceanblock ____Bayfront ____Bayside ____Lagoon

Min Rental Period in Season: Gap Week Allowed Y / N Full Season Y / N Rate: \$

Seasonal Utilities Included (specify which):

Waterfront ____Y ____N Bay Access – Location of access

Ocean Access – Location/tract#

Tenant Garage Use: ____Y ____N Smoking allowed: ____Y ____N Check-In (check one): ____Fri/Fri ____Sat/Sat ____Sun/Sun

Pets Allowed: ____Y ____N If No, is property Pet Free? ____Y ____N

If yes: Pet Security (refundable) \$ Pet Fee (non-refundable) \$

Unit Phone # Phone Block: Y / N Phone Deposit \$

Weekly Dirt/Damage Security Deposit \$ Seasonal Dirt/Damage Security Deposit \$

Type & Number of Beds, Sofa Pullout/s, Other Bedding, (please specify bunk mattress sizes in notes below):

King: ____ # Queens: ____ # Full: ____ # Singles: ____ # Bunk Sets/size: ____ # Futons/size: ____

Sofa Pullout: ____Y ____N # of Pullout/s: ____ Pullout Sizes: K ____ Q ____ F ____ Other Bedding: ____

Pool: Date Opens ____ Closes ____ Passes Required: ____Y ____N Pool/Hot Tub Service Day of Week ____

Pool/ Hot Tub Addendum ____Y ____N Other Addendum ____Y ____N **PLEASE ATTACH COPY OF
ADDENDUM TO AUTHORIZATION IT WILL BECOME A PART OF YOUR LEASE ***

WIFI Network Name: _____ WIFI Password: _____

Special Instructions/Notes/Property Narrative: _____

Listing #_____.

UNIT AMENITIES

- | | | | | | |
|--|---|--------------------------------------|--|--|---|
| ☐ Washer | ☐ Dryer | ☐ Dishwasher | ☐ Microwave | ☐ Coffee Maker | ☐ Outdoor Table/Chairs |
| ☐ Umbrella | ☐ Hot Tub | ☐ Lounges | ☐ Gas Grill | ☐ Char Grill | ☐ Elect Grill |
| ☐ Pets | ☐ DVD | ☐ CD Player | ☐ Cable | ☐ Iron Board | ☐ Ceiling Fan |
| ☐ Pillows | ☐ Blankets | ☐ Vacuum | ☐ O/S Shower | ☐ Jacuzzi | ☐ Deck |
| ☐ Deck Furn | ☐ Dock | ☐ Garage | ☐ Toaster | ☐ Heat | ☐ Boat Slip |
| ☐ Beach Access | ☐ Central A/C | ☐ No Smoking | ☐ Blender | ☐ High Speed Inet | ☐ WIFI |
| ☐ Beach Umbrella | ☐ Off Street Parking | ☐ Elevator | ☐ Hcap Friendly | ☐ Linens/Towels | ☐ Priv Walk Beach |
| ☐ Main Lvl Bdroom | ☐ Keurig Machine | ☐ Pool Heated | ☐ Pool Unheated | | |

Window/Wall A/C : # Beach Badges : # Color TV : # Beach Chairs :

Wall Mounted Ductless/Sanyo Units:

Parking Spaces Unit: #Parking Passes for Beach Access _____

If Handicapped access/equipped describe:

Key # _____ To be furnished _____

2027 Availability

April/May	April 24 – May 1	May 1 – May 8	May 8 – May 15	May 15 – May 22	May 22 – May 29
	\$	\$	\$	\$	\$
June	May 29 – June 5	June 5– June 12	June 12– June 19	June 19 – June 26	June 26 – July 3
	\$	\$	\$	\$	\$
July		July 3 – July 10	July 10 – July 17	July 17 – July 24	July 24 – July 31
		\$	\$	\$	\$
August	July 31 – Aug 7	Aug 7 – Aug 14	Aug 14 – Aug 21	Aug 21 – Aug 28	Aug 28 – Sept 4
	\$	\$	\$	\$	\$
September		Sept 4 – Sept 11	Sept 11 – Sept 18	Sept 18 – Sept 25	Sept 25 – Oct 2
		\$	\$	\$	\$

***The above dates reflect Sat to Sat Lease Periods PLEASE AMEND DATES FOR SUN OR FRI CHECK-IN**

CHECK IN DAY OF WEEK: _____ Friday _____ Saturday _____ Sunday

Available off season _____ Y _____ N

Off season weekend rate (specify Fri – Sunday, Fri – Monday, etc): _____

Other (special rates/dates, ex: Holidays – Thanksgiving, New Years, Weddings/Parties)_____

Listing #_____.

*****IMPORTANT INFORMATION PLEASE COMPLETE*****

CHECK IN TIME: _____

CHECK OUT TIME: _____

WILL YOU PROVIDE THE FOLLOWING (circle Yes or No)

PILLOWS: __Yes __No

BLANKETS/COMFORTERS: __Yes __No

If yes, do you launder between each tenant? ____Y ____N

MATTRESS PADS: __Yes __No

If yes, do you launder between each tenant? ____Y ____N

BATH MATS: __Yes __No

If yes, do you launder between each tenant? ____Y ____N

DISCLOSURE OF CAMERAS ON PROPERTY

We are required to disclose the existence of any security cameras on your rental property, and the location. Please note that interior security cameras are never allowed to be used during a client's tenancy. If you have interior security cameras, please remove, cover and/or disable these prior to tenant's arrival.

DO YOU HAVE SECURITY CAMERAS ON/IN YOUR RENTAL PROPERTY (This includes Ring or other "doorbell" cameras)? ____Yes ____No

IF YES, DO YOUR CAMERAS HAVE SOUND CAPABILITY? ____Yes ____No

IF YES, PLEASE LIST THE LOCATION OF ALL CAMERAS (including "doorbell" or front door cameras)

TERMS AND CONDITIONS FOR AUTHORIZATION

1. Owner authorizes Oceanside Realty and/or its duly licensed agents to execute and sign leases on owner's behalf. Owner has received a copy of the form entitled "Seasonal Lease" -owner authorizes the use of this form of lease.
2. Oceanside Realty will receive rental payments on behalf of the owner. Once 50% of the rental payments have been received they will be forwarded, minus commission, within 10 business days after receipt by Oceanside Realty. Final payment will be forwarded to owner within 5 business days after Tenant's check-in date.
3. Owner expressly represents that they have reviewed the description of the property, including the details of amenities, and that the description is true, correct and complete. All amenities listed will be a part of the contents of the rental property. If the owner wishes to make changes to the rental authorization (ex. **Rental rates**, amenities, bedding etc) after it has been signed by the owner and processed by Oceanside Realty, the change(s) will only be made if they are received by Oceanside Realty rental administrator in writing to oceansideadmin@comcast.net or by fax to 609-361-1759. Please confirm receipt of fax or email.
4. The owner may reserve the use of the property for owner's own use by placing "OWNER" in any particular rental period(s) indicated above. All other rental periods will be assumed to be available for rent. Should owner desire to reserve additional periods for owner's use, owner will confirm with Oceanside Realty the availability of the property prior and provide WRITTEN notice to Oceanside Realty of such reservation. This may be via email to oceansideadmin@comcast.net or fax to 609-361-1759, with confirmation of receipt by Oceanside. Owner will honor any lease which may have been executed by Oceanside Realty prior to receipt of such notice. Should the owner rent the property without following this procedure, a "double lease" may result if owner and Oceanside Realty rent to separate tenants for the same rental period. Should such occur, owner hereby indemnifies and holds Oceanside Realty harmless for any costs, including reasonable attorney's fees, resulting from any claim or suit arising out of such "double lease." **In the event of a "double lease," owner agrees Oceanside Realty's lease will prevail.**
5. Owner will carry Public Liability Insurance to protect the interests of the parties hereto. Owner agrees to indemnify and hold the Brokerage, its agents and employees harmless from any and all costs, expenses, attorney fees, lawsuits, liability, damages or claims for damages including but not limited to injury, death or damage to any property.
6. Owner agrees to pay a commission to Oceanside Realty as follows : (a) A commission equal to of the rental amount, which commission amount the owner expressly authorizes Oceanside Realty to deduct from the initial rental payment before forwarding the balance due to owner. (b) A commission of on any future rental and/or a commission of on any future sale made by owner to any tenant placed by Oceanside Realty. This provision (b) shall be effective as to any contract or lease entered into within 18 months of the termination of this Rental Listing Agreement. As owner, you have the right to individually reach an agreement of 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.

Listing #_____.

7. Owner authorizes Oceanside Realty to have emergency repairs, maintenance and/or cleaning done on behalf of owner. **Owner authorizes Oceanside Realty to deduct such costs from rental monies due owner; or owner will reimburse Oceanside Realty upon receipt of the invoice for such costs.** Oceanside Realty will attempt to reach owner before ordering work.
8. Owner authorizes Oceanside Realty to hold all security deposits paid by the tenants. The landlord, or his/her representative, shall inspect the premises. Oceanside Realty shall not be responsible to conduct an inspection on the owner's behalf. If a documented charge is not made IN WRITING by owner within 72 hours of the tenant's departure, owner authorizes Oceanside Realty to return the security deposit to the tenant, whereupon Oceanside Realty shall have no further responsibility for the deposited monies. We will require owner provides photos as documentation of damage when reporting. Owner must provide receipts/estimates of repair/replacement/work within 30 days of tenants' departure or deposit will be refunded to tenant in accordance with NJ State law. If a cleaning person, service person, handyman, etc. must be paid for extra cleaning, damages, repairs, etc. allegedly resulting from the action of tenants whose Dirt/Damage deposit is being held, the owner must pay for these services. Oceanside Realty is not permitted to deduct these payments from the Dirt/Damage deposit while the deposit is being disputed. If an owner does not notify this office about a problem within the above referenced time period, we will be obligated to return the tenants' Dirt/Damage deposit. Should the Owner and Tenant dispute the distribution of any security deposit monies, the security deposit will be held in escrow until such time as there is an agreement, or determination by court of law.
9. Oceanside Realty is acting as a rental agent and is not responsible for property management.
10. The listing of this property with Oceanside Realty does not obligate Oceanside Realty in any way to be responsible for any damage or theft caused by tenants placed by Oceanside Realty. Oceanside Realty disclaims all liability for damages, theft or unpaid utility accounts caused by tenants placed under the terms of this agreement.
11. By signing this agreement, owner acknowledges he/she has reviewed Oceanside Realty rental guidelines letter (attached).
12. Declaration of business relationships: I, John Franzoni, Broker/Owner, as a representative of Oceanside Realty intend to work with you as a Landlord's Agent at this time.
13. **By signing this agreement, owner acknowledges receipt of the New Jersey State Attorney General Memorandum regarding New Jersey Law Against Discrimination and Federal Fair Housing Laws (see attached).**

The following Real Estate Offices also have this listing :

Indicate name and phone number of plumber, electrician, cleaning service, and person to call in case of emergency.

Plumber: _____

Electrician: _____

Cleaning Service: _____

Emergency Repairs: _____

Listing #_____.

Owner Data

Name:

(If Corp. indicate name(s) of contact person):

Mailing Address:

Cell #

Cell #

Home #

Work/Other #

Fax #

Email Address

SS#/TIN#

(NEW OWNER COMPLETES W-9 FORM)

Accepted By / Date for Oceanside Realty

Owner. Signature /Date



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),



<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:

John Franzoni

Print name



Signature

Property Owner:

Print name

Signature