

Residential

MLS # _____

County: BERGEN Town: Rochelle Park Block: 00050 Suffix: Lot: 00001 Suffix: _____
 Street #: 49 N.S.E.W: E Name: Passaic st Mode: Price: \$400,000 Zip: 07662
 Directions: east of Rochelle Ave. Listing Date: 5/17/19 Expiration Date: Apr 30, 2020
 Owner (Last, First Name): Township of Rochelle Park Exceptions: No

Owner Address (if different): _____

Owner Phone #: (201) 881-7900

Listing Broker ID #: 2169

Listing Salesperson ID #: 1180

Co-Listing Salesperson ID #: 51667

Agency Disclosure Seller's Agent: Yes Transaction Broker: _____

Comp. BA (Buyer's Agent): 2.5%-250

Comp. TA (Transaction Agent): 2.5%-250

Comp. Sub (Subagent): _____

Dual Commission Arrangement: No

Exclusive Agency: No

Rooms: 17

Bedrooms: 8

Full Baths: 3

Half Baths: 0

Solar Yes/No: _____

Style: Col

Substyle: Vctrm

Taxes: 14563

Approx. Lot Dimensions: _____

Approx. Lot Sq. Ft.: 40946

Approx. Lot Frontage: 346

Sewer: Municipal

Water Source: Municipal

Ground Floor: _____

Schools

1st Floor: Ef, Lt, Fdr,Elk, Fam rm, library, full bath

EL: _____

2nd Floor: 4 large b'rs, full bath, 2 servant Ct

JH: _____

3rd Floor: 4 b'rs, Lt, elk, full bath

SH: _____

Basement: Full, part finished

Items Included: _____

Easements: None Known

Items Not Included: _____

Municipal Assessments: None Known

Possession: 91-120

For Lease: No

Showing Instructions/Agent Remarks: (Will not appear on Customer Report)

Customer Remarks

Historic Captain William Tyson House situated on nearly one Acre with outbuildings in prime central Bergen County location is for sale at auction to highest bidder. Showing dates and times are scheduled as follow: Architecturally significant, this Italianate showcase boasts 3 floors and a cupola, with 10 bedrooms, 8 fireplaces, 10-foot ceilings, hardwood floors, and original moldings and details. Special zoning will allow for residential use, professional offices, and . Please call listing agents for further information regarding bid process and any additional questions.

Exclusive Listing Agreement between Broker and Seller from: Listing Date: 5/17/19

Expiration Date: Apr 30, 2020

In consideration of listing and endeavoring to procure a purchaser for the property described above at the listed price of \$400,000 with a possession date of 30-60 days, Seller (the word "Seller" includes all owners whose signatures appear on the bottom of this Listing Agreement) hereby grant to the Broker the Sole and Exclusive Right to Sell the above described property based on the terms and conditions contained in this Agreement.

Seller further agrees to pay the Broker a compensation of 5% . If the compensation is a percentage, it shall be a percentage of the offering price or of any sales price accepted by the Seller. This compensation shall be earned by the Broker and payable to the Broker if the property is sold by the Seller, the Broker, or through any other source, during the term of this Exclusive Right to Sell Listing Agreement.

Seller represents that this property is not and will not be Exclusively Listed with any other Broker during the term of this Listing Agreement. Seller further represents that the property is not and will not be listed for Rent during the term of this Listing Agreement unless mutually agreed upon terms and conditions are negotiated with the Broker.

"As a Seller you have the right to individually reach an agreement on any fee, compensation, or other valuable consideration with any Broker. No fee, compensation, or other consideration has been fixed by any governmental authority or by any trade association or multiple listing service." Nothing in this Agreement is intended to prohibit an individual Broker from independently establishing a policy regarding the amount of fee, compensation, or other valuable consideration to be charged in transactions by the Broker.

I, Theodore Gustenhoven (name of licensee), as an authorized representative of Vikki Healey Properties, LLC (name of firm), intend, as of this time, to work with you as a:

Seller's Agent Only, _____

Transaction Broker, Y _____

Seller's Agent and Disclosed Dual Agent if the opportunity arises.**

**Separate informed consent form must be executed by Broker/Seller/Buyer

In the event that the property, or any part of it, described in this Agreement becomes subject to a written or other agreement by the Buyer and Seller or their designees, or is sold, conveyed, leased or in any way transferred within 30 days, days after the expiration of this Agreement to anyone to whom the Seller, Broker or the Broker's salesperson, sub-agent (participating Broker/cooperating Broker) or a Buyer's Broker/Buyers' Agent or a Transaction Broker/Transaction Agent had introduced the property during the term of this Exclusive Right to Sell Listing, the compensation as indicated above shall be earned by the Broker and payable to the Broker by the Seller, unless the Seller executes a new Exclusive Right to Sell Listing Agreement during the protection period.

Seller represents that Seller is the Owner of the above described property and Seller has the full authority to enter into this Agreement. If this Agreement is executed by anyone other than the Owner of the property, Owner represents that the individual or individuals is/are acting on behalf of the Owner and that the individual or individuals has/have furnished the Broker with a copy of that written authorization. Seller and Broker further represent that no other terms or conditions exist other than those that are contained in this Agreement.

Seller acknowledges that he/she has read this Agreement, the New Jersey Attorney General's Memorandum, the Key Box Agreement printed on the reverse side, and has received the Consumer Information Statement and a fully executed copy of this Agreement which contains accurate information.

Authorization is hereby granted by Seller to submit this listing to the New Jersey Multiple Listing Service for distribution to all Broker members.

☐ Unless this box is checked, Seller authorizes listing to appear on all real estate web sites authorized by the Board of Directors.

☐ Unless this box is checked, the property address will appear on all web sites.

Sales Associate Signature

Broker/Manager Signature

Print Owner Name

Township of Rochelle Park

Print Owner Name

1

Owner Signature X

Fdr

Elk

Fam

rm

library

full

bath

4

large

b'rs

full

bath

2

servant

Ct

4

b'rs

Lt

elk

full

bath

Owner Signature

201-583-

7350

Realtor

Phone #

(201) 321-4402

Information herein deemed reliable but not guaranteed.

Revised 04/2018

New Jersey Multiple Listing Service, Inc.
 160 Terrace St., PO Box U, Haworth, NJ 07641



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 1966, 42 U.S.C. 1981, 1982.

KEY BOX OPERATION

A key box is a small safe, which is secured to the outside of the house. Within the box is placed a key to the house, which will permit access to the premises. The key box itself is locked and can only be opened with non-duplicative entry cards. These entry cards are distributed to each Broker's office, which is a participant in the New Jersey Multiple Listing Service, Inc. The major advantage of a key box system, to the homeowner, is that it permits Brokers to show the house to prospective purchasers even when the owner is not at home. Since a home may be visited by a Broker and prospective customers when the owner is not present, the owner is encouraged not to leave articles such as money, small jewelry items, etc., in the open. From time to time the MLS has been advised that items have been found to be missing during the term of a listing. The homeowner is urged to take precautions as he or she deems appropriate. Although most of the homes that are listed through the New Jersey Multiple Listing Service, Inc. employ the key box operation because of its great advantage to the homeowner, there is no obligation on any individual owner to do so.

**ADDENDUM TO NJMLS
REAL ESTATE LISTING/COMMISSION AGREEMENT
COMMISSION SPLITS**

MLS Number: _____

Property Address: 49 E Passaic st _____

Town: Rochelle Park _____

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 2.5%-250 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.

Sales Associate Signature [Signature] Owner Signature X [Signature]

Broker/Manager Signature [Signature] Owner Signature _____

Print Owner Name _____ Township of Rochelle Park _____ Owner Phone _____ Realtor Phone (201) 321-4402

Print Owner Name _____ Date 5-17-19 201-681-7900
(office)

Information herein deemed reliable but not guaranteed. New Jersey Multiple Listing Services, Inc.
160 Terrace St., PO Box U, Haworth, NJ 07641

ADDENDUM A
DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT ABOUT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

I. LEAD PAINT WARNING

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

II. PROPERTY ADDRESS: 49 E Passaic st

TOWN: Rochelle Park

III. SELLER'S DISCLOSURE (initial and complete sections a, b, & c) (To be completed and signed at time of listing)

init RD (a)

Presence of lead-based paint and/or lead-based paint hazards (check one below):



Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

init RD (b)

Records and Reports available to the seller (check one below):



Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.



Seller has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing.

Seller has the following reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing, all of which seller has provided to its listing agent, and has directed its listing agent to provide purchaser or purchaser's agent with these records and reports prior to seller accepting any offer to purchase (list documents below):

RD To Be Supplied

init RD (c)

If there is any change in the above information prior to seller accepting an offer from the purchaser to purchase, seller will disclose all changes to the purchaser prior to accepting the offer.

IV. SELLER'S CERTIFICATION OF ACCURACY

Seller(s) have reviewed the Seller's Disclosure in Section III and certify, to the best of his/her/their knowledge, that the information they have provided is true and accurate.

☒ Seller

Rita David

Date / /

Seller

Date / /

V. LISTING AGENT'S CERTIFICATION OF ACCURACY

Listing Agent certifies that he/she has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Listing Agent

Victoria Healy

Date 5/17/19

VI. PURCHASER'S ACKNOWLEDGMENT (initial) (The Seller's Disclosure in Section III and Certification in Section IV and the Listing Agent's Certification in Section V to be completed and signed prior to purchaser signing this Addendum A.)

(a) Purchaser has received copies of all information listed in Section III above.

(b) Purchaser has received the pamphlet Protect Your Family From Lead in Your Home.

(c) Purchaser has (check one below):



Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or



Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

VII. PURCHASER'S CERTIFICATION OF ACCURACY

Purchaser(s) have reviewed the Purchaser's Acknowledgment in Section VI and certify, to the best of his/her/their knowledge, that the information they have provided is true and accurate.

Purchaser _____ Date / / Purchaser _____ Date / /

VIII. SELLING/BUYER'S AGENTS CERTIFICATION OF ACCURACY

Selling/Buyer's Agent certifies that the purchaser has received the information in section VI (a) and (b).

Selling/Buyer's Agent _____ Date / /