



NEW JERSEY REALTORS® STANDARD FORM OF RESIDENTIAL LISTING AGREEMENT - SALE/LEASE

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PARTIES TO THIS AGREEMENT:

Seller(s)/Landlord(s): Arthur C Schwarz and Jennifer R Schwarz (referred to as "Seller/Landlord")

Seller/Landlord's Primary Address: 41 Twin Oaks Dr Bridgeton NJ 08302

Seller/Landlord's Phone: (609) 317-0845 (609) 501-1852 Seller/Landlord's Email: schwarz41T@verizon.net

Brokerage Firm: LPT Realty, LLC (referred to as "Broker")

Licensee(s): Angela Hess (referred to as "Licensee")

This RESIDENTIAL LISTING AGREEMENT ("Agreement") is entered into between Seller/Landlord of the property known as 41 Twin Oaks Drive, Bridgeton, NJ 08302

shown on the municipal tax map of Bridgeton City County Cumberland County

as Block 110 Lot 45 (the "Property") Qualifier (if the Property is a condominium), and Broker as [ ] exclusive broker [ ] non-exclusive broker for the listing, marketing, leasing and/or sale of the Property. The Licensee shall be responsible for ensuring that Broker's duties hereunder are fulfilled; however, Broker may assign other licensees to fulfill such duties, if deemed appropriate by Broker.

1. AGENCY DISCLOSURE: The real estate license law of the State of New Jersey requires every real estate licensee to disclose the business relationship the licensee will have with Seller/Landlord. Accordingly,

BROKER INTENDS, AS OF THIS TIME, TO WORK WITH SELLER/LANDLORD AS A: (choose all that apply)

[ ] SELLER/LANDLORD'S AGENT.

[ ] DISCLOSED DUAL AGENT IF THE OPPORTUNITY ARISES.

[x] DISCLOSED DUAL AGENT WITH DESIGNATED AGENCY IF THE OPPORTUNITY ARISES.

The potential for Broker to work with Seller/Landlord as a Disclosed Dual Agent or Designated Agent will arise if/when a potential buyer and/or tenant who has a brokerage services agreement with Broker becomes interested in the Property, as discussed in Sections 9 and 10 below.

2. TERM:

(a) The right to sell and/or lease/rent shall begin on 04/30/2026 (the "Commencement Date") and shall expire on midnight of 12/10/2026 (the "Expiration Date"), subject to the Protection Period set forth in Section 5(e).

(b) Broker and Seller/Landlord agree that no marketing or showing of the Property may occur until the Commencement Date.

(c) The date of signing this Agreement through the Expiration Date is called the "Term" of this Agreement.

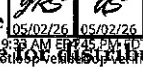


47 3. **PROPERTY LISTING PRICE:** Seller/Landlord will list the Property for:  
48 (a) Sale for \$375,000; and/or  
49 (b) Lease for \$; and/or  
50 (c) Additional Terms:  
51 (d) Seller/Landlord agrees that the Listing Price(s) set forth in (a) and/or (b) may be changed only by written instruction.  
52

53 4. **MARKETING:**

54 (a) **Multiple Listing Service or Other Database:** Seller/Landlord authorizes Broker to submit this Agreement and related  
55 information to one or more of the following multiple listing systems ("MLS") My State MLS & Bright MLS  
56

57 i. Seller/Landlord acknowledges that Broker shall not submit any notice to any MLS or other database stating whether  
58 Seller/Landlord authorized the sharing of compensation with cooperating subagents, transaction brokers or buyer's  
59 brokers, or the amount of the shared compensation, if any.

60  
61 (b) **Office Exclusive:** Seller/Landlord shall initial here  if Broker is **NOT** authorized to submit the  
62 listing for the Property to an MLS or other database for presentation to any agents not affiliated with Broker  
63 during the Term of this Agreement.

64 i. Seller/Landlord acknowledges and agrees that the Property shall be treated as an office exclusive, that  
65 it shall not be publicly advertised and that a Waiver of Broker Cooperation compliant with N.J.A.C. 11:5-  
66 6.4(f)(4) is made a part of this Agreement and shall be made available for inspection by other brokers  
67 upon request.

68  
69 (c) **Additional Authorizations:** Seller/Landlord authorizes Broker as follows: (choose all that apply)

70  If Seller/Landlord authorizes Broker to list the Property on an MLS, Seller/Landlord also authorizes the Property to be  
71 marketed on the internet, including, but not limited to, internet databases.

72  
73  To market the Property as "Coming Soon" beginning on the Commencement Date, except that the Property will not be  
74 marketed as "Coming Soon" on any MLS that does not permit marketing a property as "Coming Soon." If the Property  
75 is marketed as "Coming Soon," the status of the listing shall be changed to active on: \_\_\_\_\_  
76

77  To place "For Sale" or similar signs on the Property and, if this is an exclusive Agreement, to remove other such signs.

78  To conduct open houses of the Property at such times as Seller/Landlord and Broker agree upon.

79  To disclose to MLS participants and subscribers and licensed/certified appraisers any buyer closing costs or concessions  
80 paid by Seller/Landlord as part of a closed transaction.

81  To have photographs and/or videos taken of the Property by Broker and, if applicable, check the following:  
82  buyers/tenants  Buyer's agents. Seller/Landlord grants Broker an unlimited license to use the photographs and/or  
83 videos in Broker's advertising of the Property.  
84

85  To place a lockbox on the Property. If Seller/Landlord authorizes the placement of a lockbox on the Property, Seller/  
86 Landlord shall execute the attached Lockbox Authorization Addendum.  
87

88  
89 5. **COMMISSION TO BROKER:** Seller/Landlord agrees to pay Broker a commission as follows: **AS SELLER/LANDLORD**  
90 **YOU HAVE THE RIGHT TO INDIVIDUALLY REACH AN AGREEMENT ON ANY FEE, COMMISSION OR**  
91 **OTHER VALUABLE CONSIDERATION WITH ANY BROKERAGE FIRM. BROKER COMMISSIONS ARE**  
92 **FULLY NEGOTIABLE AND NO FEE, COMMISSION OR OTHER CONSIDERATION HAS BEEN FIXED BY ANY**  
93 **GOVERNMENTAL AUTHORITY OR BY ANY TRADE ASSOCIATION OR MULTIPLE LISTING SERVICE.**  
94  
95  
96

97 (a) **Sale:**

98 i. **Exclusive Agreement:** If this is an exclusive Agreement and the Property is sold by Broker, any cooperating broker,  
99 Seller/Landlord or any other person or entity, or if the Property is the subject of an offer or under contract during the  
100 Term of this Agreement, Seller/Landlord shall pay Broker a total commission of 7%  
101 which is subject to commission splitting, if authorized by Seller/Landlord, in Section 7 of this Agreement.

102 ii. **Non-Exclusive Agreement:** If this is a non-exclusive Agreement and the Property is sold to a buyer introduced  
103 to the Property by Broker, or the Property is the subject of an offer or under contract during the Term of this  
104 Agreement to a buyer introduced to the Property by Broker, Seller/Landlord shall pay Broker a total commission of  
105 \_\_\_\_\_, which is subject to commission splitting, if authorized by Seller/Landlord, in  
106 Section 7 of this Agreement.

107 **iii. Regardless** if this is an exclusive or a non-exclusive Agreement, if the buyer is not represented by or working with a  
108 buyer's agent, subagent or transaction broker, in consideration of the additional work that will have to be undertaken by  
109 Broker, or if Broker establishes a Dual Agency and/or Designated Agency relationship, Seller/Landlord shall pay Broker  
110 a total commission of 7%.

111  
112 **(b) Lease:**

113 **i. Exclusive Agreement:** If this is an exclusive Agreement, and the Property, or any part thereof, is leased by Broker,  
114 Seller/Landlord, or any other person or entity or the Property is the subject of an offer to lease during the Term of this  
115 Agreement, Seller/Landlord shall pay Broker a total commission of 7%, which shall  
116 also be paid on each renewal or extension of the lease and is subject to commission splitting, if authorized by Seller/  
117 Landlord, in Section 7 of this Agreement.

118 **ii. Non-Exclusive Agreement:** If this is a non-exclusive Agreement, and the Property, or any part thereof, is leased by a  
119 tenant introduced to the Property by Broker during the Term of this Agreement, Seller/Landlord shall pay Broker a total  
120 commission of \_\_\_\_\_, which shall also be paid on each renewal or extension of the lease  
121 and is subject to commission splitting, if authorized by Seller/Landlord in Section 7, of this Agreement.

122 **iii. Regardless** if this an exclusive or non-exclusive Agreement, if the tenant is not represented by or working with a tenant's  
123 agent, subagent, or transaction broker, in consideration of the additional work that will have to be undertaken by Broker,  
124 or if Broker establishes a Dual Agency and/or Designated Agency relationship, Seller/Landlord shall pay Broker a total  
125 commission of 7%.

126  
127 **(c) Purchase by tenant:** If, during such tenancy, tenant at any time purchases the Property, Seller/Landlord shall pay Broker  
128 a commission of 7%.

129  
130 **(d) Commission Payable by Seller/Landlord:**

131 **i.** The commission to Broker will be earned, due and payable by Seller/Landlord under any of the following circumstances:  
132 (1) at the distribution of the proceeds from the sale of the Property during the closing or (2) the beginning of the term of  
133 any lease for the Property and any renewal or extension thereof, or a portion of the Property, and (3) Seller/Landlord's  
134 breach of this Agreement.

135 **ii.** For purposes of this Agreement, where the compensation for Broker is based in whole or in part on the purchase price,  
136 the purchase price shall include all amounts allocated to, among other things, furnishings, fixtures and other concessions  
137 or credits that are agreed upon by Seller/Landlord and the buyer.

138  
139 **(e) Protection Period:**

140 **i. Exclusive Agreement:** If this is an exclusive Agreement, Broker shall be paid a commission, as set forth above, by  
141 Seller/Landlord if the Property becomes subject to a written agreement of sale or other transfer of title between a  
142 buyer and Seller/Landlord or written lease between a tenant and Seller/Landlord or their designees, or the Property is  
143 sold, conveyed, leased, rented, optioned or in any way transferred within 90 days after the termination  
144 or expiration of this Agreement to a buyer or tenant introduced to the Property during the Term of this Agreement  
145 regardless of the closing date or the lease commencement date, provided that Broker has provided Seller/Landlord with  
146 a written notice which includes the names of such prospective buyers/tenants within ten (10) days after the termination  
147 or expiration of this Agreement.

148 **ii. Non-Exclusive Agreement:** If this is a non-exclusive Agreement, Broker shall be paid a commission, as set forth above,  
149 by Seller/Landlord if the Property becomes subject to a written agreement of sale or other transfer of title between a  
150 buyer and Seller/Landlord or written lease between tenant and Seller/Landlord or their designees, or the Property is  
151 sold, conveyed, leased, rented, optioned or in any way transferred within \_\_\_\_\_ days after the termination  
152 or expiration of this Agreement to a buyer or tenant introduced to the Property by Broker during the Term of this  
153 Agreement, regardless of the closing date or the lease commencement date, provided that Broker has provided Seller/  
154 Landlord with a written notice which includes the names of such prospective buyers/tenants within ten (10) days after the  
155 termination or expiration of this Agreement.

156 **iii.** Whether this is an exclusive or non-exclusive Agreement, Seller/Landlord shall not be obligated to pay such commission  
157 if a bona-fide listing agreement is entered into during the protection period with another licensed real estate broker, and  
158 a sale, lease or exchange of the Property is made through that broker.

159  
160 **6. CONCESSIONS:** Seller/Landlord authorizes the following concession(s) to a buyer: \_\_\_\_\_

161 \_\_\_\_\_  
162 \_\_\_\_\_  
163 \_\_\_\_\_  
164 \_\_\_\_\_  
165 \_\_\_\_\_  
166 \_\_\_\_\_

167 7. COMMISSION TO COOPERATING BROKER: As mandated by N.J.A.C. 11:5-6.4(1)(3), the following provision must be  
168 included in all written listing agreements prepared by licensees:  
169

170 COMMISSION SPLITS:

171  
172 LISTING BROKERS USUALLY COOPERATE WITH OTHER BROKERAGE FIRMS BY SHARING  
173 INFORMATION ABOUT THEIR LISTINGS AND OFFERING TO PAY PART OF THEIR COMMISSION TO THE  
174 FIRM THAT PRODUCES A BUYER. THIS IS GENERALLY REFERRED TO AS THE "COMMISSION SPLIT".  
175

176 SOME LISTING BROKERS OFFER TO PAY COMMISSION SPLITS OF A PORTION OF THE GROSS  
177 COMMISSION, USUALLY EXPRESSED AS A PERCENTAGE OF THE SELLING PRICE, LESS A SIGNIFICANT  
178 DOLLAR AMOUNT. OTHER LISTING BROKERS OFFER A PORTION OF THE GROSS COMMISSION LESS  
179 ONLY A MINIMAL LISTING FEE OR LESS ZERO.  
180

181 THE AMOUNT OF COMMISSION SPLIT YOUR BROKER OFFERS CAN AFFECT THE EXTENT TO WHICH  
182 YOUR PROPERTY IS EXPOSED TO PROSPECTIVE BUYERS WORKING WITH LICENSEES FROM OTHER  
183 BROKERAGE FIRMS.  
184

185 ON THIS LISTING, THE BROKER IS OFFERING A COMMISSION SPLIT OF negotiable MINUS  
186 \_\_\_\_\_ TO POTENTIAL COOPERATING FIRMS.  
187

188 IF YOU FEEL THAT THIS MAY RESULT IN YOUR PROPERTY RECEIVING LESS THAN MAXIMUM  
189 EXPOSURE TO BUYERS OR TENANTS, YOU SHOULD DISCUSS THOSE CONCERNS WITH THE LISTING  
190 SALESPERSON OR THEIR SUPERVISING BROKER.  
191

192 BY SIGNING THIS LISTING AGREEMENT SELLER/LANDLORD ACKNOWLEDGES HAVING READ THIS  
193 STATEMENT ON COMMISSION SPLITS.  
194

195 (a) Consent to Commission Splits with Cooperating Broker: (choose only one)

- 196  Seller/Landlord authorizes Broker to offer a commission split(s) to cooperating brokers from the total commission to  
197 Broker as set forth in Section 5 of this Agreement.  
198  Seller/Landlord does not authorize Broker to offer a commission split(s) to cooperating brokers from the total commission  
199 to Broker as set forth in Section 5 of this Agreement.  
200

201 (b) Authorized Commission Splits to Cooperating Broker: If Seller/Landlord authorizes commission splits in Section  
202 7(a) above, Seller/Landlord authorizes Broker to offer the following commission splits to cooperating brokers: (complete all  
203 that apply)

	Sale		Lease		Purchase by Tenant	
Subagents:	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes, offer <u>neg</u>	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes, offer <u>neg</u>	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes, offer <u>neg</u>
Buyers Brokers:	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes, offer <u>neg</u>	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes, offer <u>neg</u>	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes, offer <u>neg</u>
Transaction Brokers:	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes, offer <u>neg</u>	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes, offer <u>neg</u>	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes, offer <u>neg</u>

211 (c) Consent to Disclose Authorized Commission Splits to Cooperating Broker: If Seller/Landlord authorizes Broker  
212 to offer commission splits in Section 7(b) above: (choose only one)

- 213  Seller/Landlord authorizes Broker to disclose the authorized commission split(s) to cooperating brokers representing/  
214 working with potential buyers/tenants.  
215  Seller/Landlord does not authorize Broker to disclose the authorized commission split(s) to  
216 cooperating brokers representing/working with potential buyers/tenants and instructs Broker to do as  
217 follows: commission is negotiable with the Buyers broker and will be taken out of the agreed upon 7%  
218

219 8. SELLER/LANDLORD'S DUTY: During the Term of this Agreement, Seller/Landlord shall:

- 220 (a) Provide accurate and relevant information regarding the Property to Broker in a timely manner, including but not limited  
221 to the presence of any water supply, sewer and/or septic system, problems with drainage, water infiltration, grading or soil  
222 stability, environmental hazards, commercial or industrial nuisances (noise, odor, smoke, etc.), utility or other easements,  
223 shared driveway or encroachments from or on an adjacent property, lawsuits, foreclosures, bankruptcy, tenancies, judgments,  
224 tax liens, proposed assessments, mechanic's and/or construction liens, notices from any governmental agencies, flood hazards,  
225 cemetery/grave sites and/or abandoned wells.  
226 (b) Cooperate with Broker by making the Property available for showing(s) at reasonable times and upon reasonable notice.

- 227 (c) If this is an exclusive Agreement, refer to Broker every person who contacts Seller/Landlord during the Term of this
- 228 Agreement and any extension thereof concerning this listing or the sale or lease of the Property, or any part thereof, and to
- 229 direct that all negotiations for the sale or lease shall be made through Broker.
- 230 (d) If this is an exclusive agreement, submit any offer to purchase or lease the Property to Broker, unless otherwise agreed to in
- 231 writing by the parties.
- 232 (e) If this is an exclusive agreement, work exclusively with Broker regarding the listing, marketing, leasing and/or sale of the
- 233 Property.
- 234 (f) If this is an exclusive agreement, conduct all negotiations and communications for the sale and/or leasing of the Property
- 235 through Broker.
- 236 (g) Agree to hold harmless and indemnify Broker against any loss or damage resulting directly or indirectly from any condition
- 237 of the Property not disclosed to Broker or from Seller/Landlord's use or acts during the showing or inspection of the Property
- 238 (h) Other: \_\_\_\_\_
- 239

240 **9. DUAL AGENCY:** Under New Jersey law, Broker may work with both Seller/Landlord and a buyer/tenant in the same real

241 estate transaction if both Seller/Landlord and buyer/tenant agree to work with Broker as a "Disclosed Dual Agent." To work

242 as a Disclosed Dual Agent, Broker must obtain the written informed consent from both Seller/Landlord and buyer/tenant.

243 Seller/Landlord understands that, by agreeing to allow Broker to work as a Disclosed Dual Agent, Broker will not be able to

244 represent Seller/Landlord or buyer/tenant fully and exclusively. There will be a limitation on Broker's ability to represent either

245 Seller/Landlord or buyer/tenant exclusively. As a Disclosed Dual Agent, Broker will not be able to put either Seller/Landlord's

246 interests ahead of buyer/tenant's interests nor buyer/tenant's interests ahead of Seller/Landlord's interests. **Broker may act as**

247 **a Disclosed Dual Agent only if Seller/Landlord signs the "Informed Consent to Dual Agency" form attached to**

248 **this Agreement.**

249

250 **10. DESIGNATED AGENCY:** Under New Jersey law, Broker may designate two different licensees affiliated with Broker to

251 work with Seller/Landlord and a buyer/tenant in the same real estate transaction if both Seller/Landlord and the buyer/tenant

252 agree. In the context of designated agency, Broker will be treated as a dual agent and oversee the transaction to ensure each

253 designated licensee is maintaining the full range of fiduciary duties that are ordinarily owed by a licensee who represents solely

254 Seller/Landlord as a "seller's agent" and by a licensee who represents solely the buyer/tenant as a "buyer's agent". **Broker**

255 **may appoint a Designated Agent for Seller/Landlord only if Seller/Landlord signs the "Informed Consent to**

256 **Designated Agency" form attached to this Agreement.**

257

258 **11. CONSUMER INFORMATION STATEMENT/MEMORANDUM:** Seller/Landlord acknowledges receipt of the attached

259 Consumer Information Statement on New Jersey Real Estate Relationships and the Memorandum of the Attorney General about

260 Housing Discrimination Laws, and Seller/Landlord agrees to abide by the Memorandum.

261

262 **12. PROPERTY CONDITION DISCLOSURE:**

263 (a) **Sale:** As required by New Jersey law, Seller/Landlord shall provide Broker with a signed property condition disclosure

264 statement filled out by Seller/Landlord. Seller/Landlord shall disclose to Broker all material information concerning the

265 physical condition of the Property not otherwise disclosed in the statement. Seller/Landlord agrees to indemnify and hold

266 Broker harmless from and against any and all claims arising from or related to false and/or incomplete information provided

267 by Seller/Landlord. Such indemnification shall include but not be limited to reimbursement for Broker's attorneys' fees and

268 costs.

269

270 (b) **Lease:** Seller/Landlord shall provide Broker with a Landlord's Notice to Tenant Regarding Flood Risk filled out and

271 signed by Seller/Landlord. Seller/Landlord agrees to indemnify and hold Broker harmless from and against any and all

272 claims arising from or related to false or incomplete information provided by Seller/Landlord included in, or relating to, the

273 Landlord's Notice to Tenant Regarding Flood Risk. Such indemnification shall include but not be limited to reimbursement

274 for Broker's attorneys' fees and costs.

275

276 **13. INCLUSIONS:** The following equipment and/or extras are specifically included with the sale price of the Property: \_\_\_\_\_

277 \_\_\_\_\_

278 \_\_\_\_\_

279 \_\_\_\_\_

280 \_\_\_\_\_

281 \_\_\_\_\_

282 **14. EXCLUSIONS:** The following equipment and/or extras are specifically excluded from the sale price of the Property: \_\_\_\_\_

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**15. ADDITIONAL SALES INFORMATION:**

- (a) **Bank Owned/REO:**  Yes  No  
*The Property is owned by a bank or other lender and may have been acquired through a foreclosure sale*
- (b) **Third-Party Approval:**  Yes  No  
*A third-party must approve the sales price and/or the amount or rate of commission.*
- (c) **Short Sale:**  Yes  No  
*The proceeds will fall short of what Seller/Landlord still owes on the outstanding mortgage and/or other liens, if any.*
- (d) **Condominium/Homeowners Association ("HOA"):**  Yes  No  
*If the Property is subject to a HOA, Seller/Landlord must execute the attached Condominium/Homeowners Associations Addendum.*

**16. OWNERSHIP AND LIENS:** Seller/Landlord represents and warrants to Broker the following:

- (a) Seller/Landlord is the sole owner of the Property;
- (b) Seller/Landlord has the legal right to sell/lease the Property;
- (c) Seller/Landlord is authorized to enter into this Agreement;
- (d) Seller/Landlord, to the best of its knowledge, has marketable title to the Property;
- (e) Seller/Landlord has disclosed all known mortgages, other liens (including unpaid taxes) and encumbrances outstanding against the Property;
- (f) If the sale is at the Listing Price, there will be sufficient proceeds to discharge all liens and encumbrances and to pay the Broker's commission stated in Section 5 of this Agreement at the time of closing or the execution of the lease or any renewal or extension of the lease. If the proceeds of the sale of the Property or lease commission fees are insufficient at the time of the sale or lease, or lease renewal or extension, Seller/Landlord shall remain liable for any and all unpaid commission fees to Broker;
- (g) If this is an exclusive Agreement, that the Property is not presently listed with any other real estate brokerage firm or subject to any protection period for any listing agreement with another broker that will not terminate upon the Commencement Date of this Agreement. If this is a non-exclusive Agreement, that the Property is not presently exclusively listed with any other real estate brokerage firm or subject to any protection period for any exclusive listing agreement with another broker that will not terminate upon the Commencement Date of this Agreement; and
- (h) Seller/Landlord agrees and acknowledges that the dollar amount of the commission payable to Broker pursuant to this Agreement shall be an equitable lien (a legal claim) on the Property from the time a sales contract or lease, as applicable, is executed and then on the purchase money proceeds derived from the sale of the Property and/or the rents derived from leasing the Property. Seller/Landlord authorizes and directs the party disbursing the closing proceeds or collecting the rents, as applicable, to pay to Broker, and any cooperating broker(s) due a commission from Seller/Landlord, the full commission(s) as set forth in this Agreement out of the proceeds of the sale or rents, as applicable, prior to the payment of any funds to the Seller/Landlord or any other lienholders, except as otherwise required by law.

**17. APPLICABLE LAWS:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and any arbitration or lawsuit relating to or arising from this Agreement shall be venued in the State of New Jersey.

**18. ARBITRATION/ATTORNEYS' FEES: INSTEAD OF SUING IN COURT, SELLER/LANDLORD AND BROKER AGREE THAT ANY DISPUTE ARISING FROM OR RELATED TO THIS AGREEMENT SHALL BE SETTLED ONLY BY ARBITRATION. THE RULES IN ARBITRATION ARE DIFFERENT THAN IN A COURT. THERE IS NO JUDGE OR JURY AND REVIEW IS LIMITED, BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AND RELIEF AND MUST HONOR THE SAME LIMITATIONS STATED IN THIS AGREEMENT AS A COURT WOULD.**

Seller/Landlord and Broker agree that, before filing for arbitration, any dispute arising from or related to this Agreement shall be submitted to mediation and, if the mediation is unsuccessful, then to arbitration before the American Arbitration Association or a REALTOR® Association located in the State of New Jersey at the choice of the filing party. If mediation, arbitration and/or a lawsuit, is filed by Seller/Landlord or Broker concerning any issue arising from or related to this Agreement, the prevailing party shall be entitled, in addition to any other remedy, to be paid reasonable attorneys' fees, arbitration fees, court costs and other expenses incurred.

**19. TERMINATION/BREACH:**

- (a) **Termination.** Seller/Landlord acknowledges and understands that this Agreement is a legally binding contract between Seller/Landlord and Broker that may be terminated for legally sufficient cause or by mutual agreement, in writing.
- (b) **Seller/Landlord's Breach.** If this Agreement is an exclusive agreement and is not properly terminated and Seller/Landlord signs a brokerage services agreement concerning the Property with another real estate brokerage firm that becomes effective during the Term of this Agreement or that affects Broker's rights during the Protection Period, Seller/Landlord will be in breach of this Agreement. If Seller/Landlord breaches this Agreement and the Property is subsequently under contract,

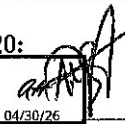
347 sold, conveyed, leased, rented, optioned or in any way transferred, Broker will be entitled to pursue all remedies available,  
348 including but not limited to recovery of the commission set forth in this Agreement. This provision is in addition to Broker's  
349 right to collect a commission if Seller/Landlord breaches or defaults on a valid contract to sell or otherwise transfer and/or  
350 lease the Property after a commission has been earned.

351 (c) **Broker's Breach.** If Broker breaches this Agreement, Seller/Landlord will be entitled to pursue all remedies available to  
352 Seller/Landlord for such breach.

353  
354 **20. ADDITIONAL TERMS TO AGREEMENT (OPTIONAL):** Seller/Landlord and Broker agree to the following  
355 additional terms and conditions that are incorporated into this Agreement (if a specific Section of the Agreement is  
356 being amended, it is recommended that the Section be referenced in the following terms): \_\_\_\_\_  
357 HOA fee is \$70.00/Quarterly  
358 \_\_\_\_\_  
359 \_\_\_\_\_  
360 \_\_\_\_\_  
361 \_\_\_\_\_  
362 \_\_\_\_\_  
363 \_\_\_\_\_  
364 \_\_\_\_\_

365  
366 **Initials for Section 20:**

367  
368 Broker/Licensee: \_\_\_\_\_ Date: 04/30/2026

  
04/30/26  
9:04 PM EDT  
dotloop verified

369 Seller/Landlord: \_\_\_\_\_ Date: \_\_\_\_\_

  
05/02/26

370 Seller/Landlord: \_\_\_\_\_ Date: \_\_\_\_\_

  
05/02/26

371 Seller/Landlord: \_\_\_\_\_ Date: \_\_\_\_\_

372 Seller/Landlord: \_\_\_\_\_ Date: \_\_\_\_\_

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377 **21. SEVERABILITY:** If any provision of this Agreement, or its application to any person or circumstances, is held invalid or  
378 unenforceable, the remainder of this Agreement and its application shall not be affected.

379  
380 **22. ENTIRE AGREEMENT:** This Agreement contains the entire agreement between Seller/Landlord and Broker and only may  
381 be amended by an agreement in writing signed by Seller/Landlord and Broker. No representations have been made by either party,  
382 except as set forth in this Agreement. Seller/Landlord acknowledges receipt of a signed copy of this legally binding Agreement  
383 and agree to be bound and comply with its terms and conditions, and shall be binding upon Seller/Landlord's heirs, successors,  
384 administrators, personal representatives and assigns.

385  
386 IF SELLER/LANDLORD DOES NOT UNDERSTAND ANY OF THE TERMS OF THIS AGREEMENT, LEGAL ADVICE  
387 SHOULD BE SOUGHT BEFORE SIGNING.

388  
389 By: Angela Hess  
390 \_\_\_\_\_  
391 Broker/Licensee

dotloop verified  
04/30/26 9:04 PM EDT  
06EP-FFAX-LSRV-QBWW

Arthur Schwarz  
392 \_\_\_\_\_  
393 Seller/Landlord Date

dotloop verified  
05/02/26 4:45 PM EDT  
NUSY-06GL-PXVR-MLMB

Jennifer R Schwarz  
394 \_\_\_\_\_  
395 Seller/Landlord Date

dotloop verified  
05/02/26 9:33 AM EDT  
VIEQ-TGDI-TF4Z-U8WN

396 \_\_\_\_\_  
397 Seller/Landlord Date

398 \_\_\_\_\_  
399 Seller/Landlord Date