

ADDENDUM TO NJMLS  
REAL ESTATE LISTING/COMMISSION AGREEMENT  
COMMISSION SPLITS

MLS Number: \_\_\_\_\_

Property Address: 38 Franklin St \_\_\_\_\_

Town: Tenafly \_\_\_\_\_

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 REFFERED TO AS THE "COMMISSION SPLIT."

SOME LISTING BROKERS OFFER TO PAY COMMSION 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  Owner Signature 

Broker/Manager Signa Nechama Polak TrackWithEase verified  
04/03/2017 04:26 PM EDT

Print Owner Name Lee Weinblatt Owner Phone 201-569-4800 Realtor Phone (201) 232-0904

Print Owner Name \_\_\_\_\_ Date April 3, 2017

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



Commercial Sale/Lease

MLS #

County: BERGEN Town: Tenafly Block: 00905 Suffix: Lot: 00006 Suffix: Tax Condo #:

Street #: 38 N,S,E,W: Name: Franklin Mode: St Price: \$1,450,000 Zip: 07670

Unit #: Directions: Westervelt to Franklin Listing Date: Apr 03, 2017 Expiration Date: Oct 03, 2017

Owner (Last, First Name): Weinblatt Lee Exceptions: No

Owner Address (if different): Owner Phone #: (201) 692-3700

Dual Commission Arrangement: No Exclusive Agency: No

Listing Broker ID #: 1388 Listing Salesperson ID #: 1009250

Comp. BA (Buyer's Agent): Comp. TA (Transaction Agent):

Sale/Lease: Sale Lease Amount:

Sq. Ft. For Lease: Sq. Ft. For Sale:

Building/Complex Name: None Style: Office

Office Rent: Approx. Office Sq. Ft.: 6544

Mortgage Info: Approx. Total Size: 32190.00 Unit Meas.:

Coverage: % Land Assessment:

Tenancy: Building Assessment:

Approx. Lot Size (Acres): Taxes: 34824

Floor/Unit Description: Availability:

Approx. Building Front: Restrictions:

Easements/Assessments: Year Built:

Construction: # Floors:

Floor Construction: Tailgate Docks:

Roof Description: Column Spacing:

# Elevators: Capacity: Windows:

Expandable: Contiguous Land: Ceiling Height: 10.00

Cranes: Rail Access: Parking Spaces:

Refrigeration: Cooking: N Free Standing:

Owner Name 2:

Owner Address 2:

Location:

Transportation:

Prior Use:

Present Tenant:

Load:

Drive-ins: Level:

Sprinklers:

# Lavatories: Alarm:

Floor Drains:

Additional Parking:

Business Phone #:

Business Phone #:

Commision Paid By:

Tenant Phone #:

Department of Environmental Protection Status: ☐ LNA (Letter of Non-Applicability) ☐ NFA (No Further Action) ☐ Undetermined ☐ See Remarks

Possession: 61-90

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

Please call Karen at 201-232-0904

Customer Remarks:

New flooring, New main electrical, kitchen, all new and renovated. Flex office space in center with offices around perimeter. Main entrance and 4 other access doors to exterior. 25+ Parking spaces. 5 unit central air. 5 bathrooms including one adaptive facility.

Exclusive Listing Agreement between Broker and Seller/Landlord from: Listing Date: Apr 03, 2017 Expiration Date: Oct 03, 2017

In consideration of listing and endeavoring to sell or rent the property described above at the listed price of \$1,450,000 with a possession date of 30-60 days, Seller/Landlord (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/Rent the above described property based on the terms and conditions contained in this Agreement.

Seller/Landlord 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/Landlord. 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/Rent Listing Agreement.

FOR RENTAL (Choose one): Compensation of to be paid by Tenant\* Compensation of to be paid by Landlord

\* If the compensation is to be paid by the Tenant, the Landlord agrees not to grant possession of the premises to any Tenant during the period of this Exclusive Right to Sell/Rent Listing Agreement until the Listing Broker certifies, in writing to the Landlord, that the Tenant has paid the compensation to the Listing Broker. In the event the Landlord grants possession of the premises to a Tenant, or the Tenant takes possession during the period of this exclusive listing agreement without written certification from the Listing Broker that the Tenant has paid the compensation to the Listing Broker, the Landlord assumes full liability for payment of the compensation and Landlord agrees to immediately pay the Listing Broker the compensation as set forth in this Agreement.

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

"As a Seller/Landlord 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, Karen Seliger (name of licensee), as an authorized representative of Vera & Nechama Realty (name of firm), intend, as of this time, to work with you as a: Seller's/Landlord's Agent Only, Transaction Broker, Y Seller's/Landlord's Agent and Disclosed Dual Agent if the opportunity arises.\*\*

\*\*Separate informed consent form must be executed by Broker, Seller/Landlord, Buyer/Tenant

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/Tenant and Seller/Landlord or their designees, or is sold, conveyed, leased or in any way transferred within 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 Buyers' Broker/Buyers' Agent or a Transaction Broker/Transaction Agent had introduced the property during the term of this Exclusive Right to Sell/Rent 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/Rent Listing Agreement during the protection period.

Seller/Landlord represents that Seller/Landlord is the Owner of the above described property and Seller/Landlord 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/Landlord and Broker further represent that no other terms or conditions exist other than those that are contained in this Agreement.

Seller/Landlord 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 a fully executed copy of this Agreement which contains accurate information.

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

☐ Unless 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

Owner Signature

Broker/Manager Signature

Print Owner Name

Print Owner Name

Nechama Polak

TrackWithEase verified 04/03/2017 04:26 PM EDT

Signature

Phone #

Date

201-569-9800

Realtor Phone # (201) 232-0904

Information herein deemed reliable but not guaranteed.

Revised 06/2013

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

TrackWithEase signature verification: <https://app.trackwithease.com/site/verifysign/5e2ad1cdae0e4b66424fb12a272cb413>