

#### 2012 NJAR® CIRCLE OF EXCELLENCE SALES AWARD® APPLICATION

Applications are due to Applicant's local board/association no later than close of business on January 4, 2013.

There will be no exceptions to this rule.

Below please find the application instructions to assist you in completing this application. When completed, pages 3-8 and all back up documentation required on pages 1&2 must be submitted to your primary local board/association in accordance with these rules. NJAR® recommends you make a copy of your completed application to retain for your records.

#### **Application Instructions:**

Any questions concerning this NJAR® Circle of Excellence Sales Award® Application may be submitted to any member of the committee listed below. Do not send your Application to any of these individuals. The local boards/associations each of these individuals cover are listed under their names.

#### Lucy Conti (201) 599-1100 ext. 328

Eastern Bergen County Board of REALTORS® Passaic County Board of REALTORS® Meadowlands Board of REALTORS® Liberty Board of REALTORS® Sussex County Assoc. of REALTORS®

## Patti Di Geronimo (973) 598-1910

Middlesex County Assoc. of REALTORS® RealSource Assoc. of REALTORS® Greater Union County Assoc. of REALTORS® United Assoc. of REALTORS®

#### Nicolette Lisella (201) 638-6765

Monmouth County Assoc. of REALTORS® South Monmouth Board of REALTORS® Mercer County Assoc. of REALTORS®

# Carol Hyman (908) 232-9000

Hunterdon/Somerset Assoc. of REALTORS® North Central Jersey Assoc. of REALTORS® West Essex Board of REALTORS® Warren County Board of REALTORS®

#### Arlene Feinstein (609) 575-7577

Burlington Camden County Assoc. of REALTORS Cumberland County Board of REALTORS® Gloucester Salem Counties Board of REALTORS® Tri-State REALTORS® Commercial Alliance

#### William Hanley (732) 239-9757

Cape May County Assoc. of REALTORS® Ocean City Board of REALTORS® Ocean County Board of REALTORS®

- 1. All applications must be on the appropriate NJAR® current year's form. No exceptions. Photostatic reproductions and printing the form from the NJAR® website are acceptable. (Form cannot be emailed.) FORMS MUST BE LEGIBLY WRITTEN OR TYPED.
- 2. Complete the appropriate Calculating Form using either the Dollar and Unit Method or the Strictly Unit Method.
- 3. The full dollar amount in Column F in Sections II and III and the Short-Term Rentals calculations in Sections IV and V of the Application are to be brought forward to the FINAL TABULATION section on page 3.
- 4. Units—add the Units from Sections I, II, and III Dollar and Unit and Strictly Unit and the Short-Term and Long-Term Rentals calculations in Sections IV and V of the Application and enter them on the FINAL TABULATION section on page 3.
- 5. Submit the following materials to YOUR PRIMARY LOCAL BOARD/ASSOCIATION OFFICE no later than closing time Friday, January 4, 2013. NO EXCEPTIONS.
  - A. Completed Application form (page 3), signed Advertising Rules (pages 7-8), with signed Affidavit (page 6) and Calculating Form (page 4) including Short-Term and Long-Term Rentals Calculating Forms (page 5).
  - B. Payment: The fee for the item you are ordering can be paid online via credit card or electronic check only. A copy of your receipt must be attached to the front of your Application. To pay the NJAR® Circle of Excellence Sales Award® Application Fee electronically please log onto <a href="https://www.njar.com">www.njar.com</a>. Then click the log in button at the top right hand corner of the screen and log in. After logging in, please click the My Account button in the top right hand corner of the screen and then click the shopping button to order your items. Attach one copy of the receipt to your Application. Keep a second copy for your records. You will be charged the full amount at the time of payment. Should your Application be declined, your payment will be refunded in March of 2013. For technical questions regarding e-payments, please call NJAR® at 732-494-5616.
  - C. Verification of Industry Units must be submitted with the Application. Photocopies of Designation Certificates of completion in 2012 are required. Written proof of participation on a Local Board/Association, State Association or National Committee, a regional MLS committee, serving in a leadership position or on a Board of Directors in 2012 is required.
  - D. The following documents will be considered acceptable:
    - 1. MLS TRANSACTIONS:

Full MLS printout of each compensated transaction closed. Additional documentation may be requested, such as proof of compensation and/or Company Transaction Summary Report. It is suggested that Applicants put their verification documentation in order and highlight the name of the property and the transaction amount.

2. ALL NON-MLS TRANSACTIONS:

Copy of listing agreement if the listing is being taken as a Unit. Proof of compensation, which shall be a copy of commission check or stub issued from brokerage firm to Applicant and/or Company Transaction Summary Report. Check or stub must contain the property address and name of the Applicant.

3. ALL LONG- & SHORT-TERM RENTALS:

Proof of compensation, which shall be a copy of commission check or stub issued from brokerage firm to Applicant and/or Company Transaction Summary Report. Check or stub must contain the name of the Applicant and the address of the property.

IT IS THE SOLE RESPONSIBILITY OF THE APPLICANT TO TAKE WHATEVER STEPS ARE NECESSARY TO ENSURE THAT THE APPLICATION AND SUPPORTING DOCUMENTATION ARE IN THE PRIMARY LOCAL BOARD/ASSOCIATION OFFICE NO LATER THAN CLOSING TIME ON FRIDAY, JANUARY 4, 2013. ALL APPLICATIONS RECEIVED AFTER THE DEADLINE WILL NOT BE ELIGIBLE FOR THE AWARD. NO EXCEPTIONS. NO APPLICATION WILL BE ELIGIBLE UNLESS A, B, C, AND D LISTED ABOVE ARE INCLUDED.

#### **Methods of Winning:**

DOLLAR & UNIT METHOD—Have achieved Bronze (\$2.5 Million and 15 Units minimum) or Silver (\$6.5 Million and 20 Units minimum) or Gold (\$12 Million and 25 Units minimum) or Platinum (\$20 Million and 30 Units minimum) in gross sales, listings, leases or a combination of the aforementioned which must be calculated as follows:

Full dollar amount—for closed sales (which represent 1 Unit) - to be recorded in Section II of the Calculating Form Full dollar amount—for closed listings (which represent 1 Unit) - to be recorded in Section III of the Calculating Form

Rentals of 1 year or more may be counted on the Dollar & Unit Method; Unit will be given the same as sales (1 Unit for a rental listing; 1 Unit for a lease; 2 Units for lease of your own rental listing). Leases of 1 year or more are counted for entire term of the lease if lease commences within January 1, 2012—December 31, 2012. A lease or rental shall be considered a closed transaction the date the lease/rental commences and not the signed date of the agreement or occupancy. Any Short-Term Rentals will be counted towards dollar value and must be included on Section II and Section III of the Calculating Form. Short-Term Rentals can also be counted in increments of twenty on the Short-Term Rentals (Section V) for the calculating form. Rentals must have a valid rental listing agreement to receive listing Unit. To calculate the dollar value for rentals, multiply the number of months specified in the rental agreement and the monthly rental amount. Lease renewals will not count towards the NJAR® Circle of Excellence Sales Award®.

STRICTLY UNIT METHOD—Have had closed listings and/or closed sales totaling 30 Units or 70 Units or 90 Units or 125 Units when using the "Strictly Unit Method". Long-Term and Short-Term Rentals may be used on the Strictly Unit Method.

Your sale (which represents 1 Unit) 1 Unit—to be recorded in Section II of the Calculating Form Your listing sold (which represents 1 Unit) 1 Unit—to be recorded in Section III of the Calculating Form 5 Long-Term Rentals (which represent 1 Unit) 1 Unit—to be recorded on Section IV of the Calculating Form 20 Short-Term Rentals (which represent 1 Unit) 1 Unit—to be recorded on Section V of the Calculating Form

#### **How Industry Units are Determined:**

An individual will be able to earn Units for non-sales related REALTOR® Association activities up to a maximum of three Units.

- A voluntary minimum \$100 contribution to RPAC in 2012 (contributions must be in Local Board/Association office no later than Monday, September 24, 2012). Members can only acquire 1 Industry Unit by making an RPAC contribution. \*\*Please see bottom of Page 8
- Serving as an active member of a committee for your Local Board/Association, State Association, National Association, and/or Regional MLS, or by serving in a leadership position or on a Board of Directors in 2012. Member can acquire 1 Unit per committee.
- Obtaining any NAR recognized designation in 2012 ABR, ABRM, ALC, CCIM, CIPS, CPM, CRB, CRS, CRE, GAA, GREEN, GRI, PMN, RAA, SRES and/or SIOR. Member can acquire 1 Unit per designation.

#### Rules and Regulations for the 2012 NJAR® Circle of Excellence Sales Award®:

- ALL TRANSACTIONS MUST CONFORM TO THE RULES OF THE LOCAL BOARD/ASSOCIATION MLS OR REGIONAL MLS. IF NOT IN COMPLIANCE, APPLICANT MAY BE SUBJECT TO SANCTIONS IMPOSED BY LOCAL BOARD/ASSOCIATION MLS, AND/OR REGIONAL MLS, AND BE DENIED THE NJAR® CIRCLE OF EXCELLENCE SALES AWARD®.
- During their period of membership, each Applicant must be a REALTOR-ASSOCIATE® or REALTOR® in good standing and must have fulfilled all requirements of the NJAR® Circle of Excellence Sales Award®. An Applicant who has not been a NJAR® member for the entire year (2012) must indicate date of membership on this Application.
- The NJAR® Circle of Excellence Sales Award® is an INDIVIDUAL Award. When a transaction has been shared (two or more agents involved) and where each agent contributed toward the resulting sale, REGARDLESS of the precise division of labor or commission paid, the Unit MUST be divided by the number of agents sharing the transaction so that only the agent's share of the Unit & dollar value (e.g., 1/4, 1/3, 1/2) can be claimed for purpose of the NJAR® Circle of Excellence Sales Award®. (Applicants must indicate TOTAL dollar value and the dollar value and Unit amount of the cooperating associate, and the cooperating associate's name BELOW THE PROPERTY ADDRESS IN SECTION "C" OF THE CALCULATING FORM.) All teams must submit their individual Applications jointly for review. Full documentation is required for all team transactions and must be attached to each individual Application showing the individual's share of the Unit and share of the dollar value.
- List gross closed sales, listings and leases between January 1, 2012—December 31, 2012 by MLS# ("NONE" should be inserted in Column A of the Calculating Form in the event that there is no MLS#.)
- Referrals may only be counted by the person concluding the sale or listing, not by the referring agent. 5.
- 6. All government-owned properties (including HUD and VA) without a signed valid listing agreement will receive SALES Unit only.
- New homes and FSBOs not listed by the REALTOR® member are eligible for the Unit as a closed sale in the amount equal to the contract price and the maximum 7. of one (1) Unit. To earn a Listing Unit on either of the above, a valid listing agreement obtained by the agent for each individual property must be in effect and the listing agreement must be submitted with the Application. A "blanket listing" on a subdivision tract is not sufficient to receive a Listing or Sales Unit on each home subsequently developed within that tract unless each lot and block number or unit number is in the listing agreement. Each home built must have its own sales contract in order to qualify for a Sales Unit. Garage rental/parking/boat slip/storage space cannot be taken for a Unit or Dollar Value.
- A listing or sale of real estate may not be taken for a Unit unless the compensation for each transaction closed is to be paid through your brokerage and a valid listing agreement was in effect. The purchase or sale of your own home must also meet these criteria.
- Out-of-state transactions are eligible for a Unit if the sale/listing is considered to be part of the local market. Approval of this out-of-state transaction will be determined by the Local Board/Association Verification Committee.
- Transactions completed when Applicant was affiliated with a different firm may be counted. Use one Application form and one Calculating Form and have current broker sign off on all transactions.
- 11. Applications become the property of NJAR®. Applications will not be accepted and will be returned if incomplete, incorrect, illegible or late. NO EXCEPTIONS.
- The NJAR® Distinguished Sales Club® recognizes those members who have achieved the NJAR® Circle of Excellence Sales Award® for ten or more years, not necessarily consecutively. If you wish to apply for the NJAR® Distinguished Sales Club®, you must submit the NJAR® Distinguished Sales Club® Application to your primary local board/association by January 4, 2013. Please visit the website for the application. Please note the fee for the NJAR® Distinguished Sales Club Application is \$35.00.

Page 2



# 2012 NJAR® CIRCLE OF EXCELLENCE SALES AWARD® APPLICATION

Due to Applicant's local board/association no later than close of business on January 4, 2013.

There will be no exceptions to this rule.

#### **Applicant Info:**

We understand that, although participation in the Award is voluntary and information to document the Applicant's eligibility for this Award is submitted on a voluntary basis, no Award can be granted without satisfactory documentation to verify that the information in the Application is accurate.

accurate.				
Name (as it appears on you	ır Real Estate License):			
NRDS #:	Firm Name:			
Firm Address:				
(Street	Address)	(City)	(State) (Zip 0	Code)
Office Phone: ()	Secondary Phon	e/Beeper/Cell: <u>(</u> )	Fax Number:(_	)
Email Address:	Primary	Local Board/Association (N	NOT MLS):	
Dates of Membership:				
<u> </u>	(This Line Only Applies If Yo	ou Have Not Been A NJAR <sup>®</sup> N	Member for the Entire Year –2	012–)
Award Order Info:				
Level	Bronze	Silver	Gold	Platinum
Dollar and Unit	\$2.5 Million and	\$6.5 Million and	\$12 Million and	\$20 Million and
Method	15 Units Minimum	20 Units Minimum	25 Units Minimum	30 Units Minimum
Strictly Unit Method	30 Units	70 Units	90 Units	125 Units
Wooden wall mo	ng Award (check only one): ing ordered (cannot order plat unt plaque (perpetual) with N ate to be placed on a previous cate with name, level and year	ame, Level and Year include	\$25.00	
rinal labulation:				
		Total Units	To	tal Dollars
Section I- Industry Units				
Section II- Closed Sales/Re				
Section III- Closed Listing/				
Section IV- Long-Term Rei	ntals			

# Section I- Industry Units

Total:

Section V- Short-Term Rentals

Please see page 2 of this Application for an explanation of how to determine Industry Units and the proof/verification that must be submitted.

Industry Activity	Number of Units
RPAC Contribution of \$100 or more made in 2012. Description and deadline on page 2 of this Application.	
Committee Member in 2012. Description and deadline on page 2 of this Application.	
NAR recognized designations earned in 2012. Full List on page 2 of this Application.	
Total Units:	

Applicant's Name:	

Calculating Forms: If you need additional space for transactions in any of the below, please feel free to print multiple calculating forms.

Column B- categories are as follows:

S—Sales

L—Listings

R—Rentals

When using the dollar and unit method, complete columns A, B, C, D, E and F. When using the strictly unit method, complete columns A, B, C and D. When using rentals please note the following:

- A. Dollar and Unit Method- Rentals of one year or more may be counted as one Unit, Short-Term Rentals may be included below for the dollar volume.
- B. Strictly Unit Method- 5 Long-Term Rentals constitute 1 Unit; 20 short term rentals constitute 1 Unit.

#### Section II- Closed Sales/Rentals- One Unit Per Transaction

List "sale of your own listing" as one sale in Section II and one listing in Section III.

А	В	C	D	E	F
MLS#	Category	Address	Units	Close Date	Dollar Value
		Total Ur	nits:	Total Dollar:	\$

# <u>Section III- Closed Listings/Rentals-</u> One Unit Per Transaction

List "sale of your own listing" as one sale in Section II and one listing in Section III.

A MLS#	B Category	C Address	D Units	E Close Date	F Dollar Value
VI.2311	eutegory	/ taul ess	O Times	Close Bute	Donai Value

App	licar	nt'c	N	am	יםו

**Strictly Unit Method Calculating Forms-** If you need additional space for transactions in any of the below, please feel free to print multiple calculating forms. This page may be photocopied.

<u>Section IV- Long Term Rentals-</u> 5 Long-Term Rentals constitute 1 Unit.

Α	В	С	D
MLS#	Address	Units	Close Date
	Total Rentals:		Total Units:

# $\underline{\textbf{Section V-Short Term Rentals-}} \ \ \textbf{20 Short-Term Rentals constitute 1 Unit}.$

A	В		С		D e Date
MLS#	Address	U	nits	Clos	e Date
'	Tota	Il Rentals:		Total Units:	

# **AFFIDAVIT**

	We,, the Applicant and, the Broker of Record/
	Manager, being duly sworn according to law, upon our oath, set forth the following facts:
1.	We certify that we have read the instructions, rules and regulations and pages 1&2, Advertising Rules #1 and #2 and the Explanations, Enforcement, Penalties, Statute of Limitations and Appeal Process which appear on pages 7&8 as well as the sanctions listed in #9 below, and are abiding by same;
2.	All of the facts and information submitted in connection with this Application are correct and true;
3.	The Applicant has completed and satisfied all of the requirements necessary to be eligible for membership as set forth in the instructions and rules in the Application;
4.	We understand that, although participation in this Award is voluntary and information to document the Applicant's eligibility for this Award is submitted on a voluntary basis, no Award can be granted without satisfactory documentation to verify that the information in the Application is accurate;
5.	We understand that the Application and the attached Calculating Form will be submitted for verification to the Applicant's PRIMARY LOCAL BOARD/ASSOCIATION OF REALTORS, WHICH SHALL NOT BREACH THE CONFIDENTIALITY HEREIN TO ANY OTHER PERSON OR ASSOCIATION, except with regard to an appeal by the Applicant or to any information or statement that the Verification Committee or PRIMARY LOCAL BOARD/ASSOCIATION OF REALTORS deems to be a misrepresentation made by the Applicant or Broker of Record/Manager concerning the Application, including but not limited to referring the matter to the Grievance and Professional Standards Committees and/or NJAR referring the matter to the New Jersey Real Estate Commission;
6.	We acknowledge and agree that any and all Applications, documents, data, papers and forms submitted or to be submitted in conjunction with this Application are the property of NJAR and shall not be returned to the Applicant or Broker of Record/Manager;
7.	We acknowledge that, in the event the Application is rejected for any reason or for no reason, or is revoked as set forth in paragraph 9 or pursuant to Advertising Rule #1 or #2 that is in effect when the violation occurred, we waive any right to file any and all claims for damages or other relief against NJAR® and/or our PRIMARY LOCAL BOARD/ASSOCIATION OF REALTORS®, including but not limited to their officers, directors, members and employees, (collectively the "Associations") and, if either or both of us file a lawsuit for any such claim against either or both of the Associations, we agree that the party (or parties) filing the lawsuit will pay all attorneys' fees and other costs incurred by the Association(s) if the Association(s) prevail in the lawsuit;
8.	The Broker of Record/Manager signing below has reviewed all information submitted in connection with the Application and states it is correct and accurate.
9.	Sanctions: We understand and agree that, if any information in or provided in support of the NJAR Circle of Excellence Sales Award Application is false or misleading, the Applicant will be disqualified from receiving the Award for the year for which the Application is submitted, as well as for the following two (2) years.
10.	We are aware, as Real Estate Licensees, we are subject to all of the provisions of the N.J.S.A. 45:15-17 of the New Jersey Real Estate License Law. We understand that we may be subject to penalty if any of the information submitted in connection with the Application is misrepresented, or if we engage in any conduct which demonstrates bad faith, dishonesty, fraud or unworthiness. The penalty may include suspension or revocation of our real estate licenses if a complaint is filed with the New Jersey Real Estate Commission.
	Signature of Applicant:
	Signature of Broker of Record/Manager:
	Sworn and Subscribed To Before Me, A Notary Public Of The State Of New Jersey, This Day Of,,,, As To The Signature of the Broker of Record/Manager.
	Signature of the Notary Public:  (Must be other than the Applicant or Broker of Record/Manager)

#### ADVERTISING RULES, ENFORCEMENT, PENALTIES, STATUTE OF LIMITATIONS AND APPEAL PROCESS

Pages 7&8 **must** be signed and submitted with your fully executed Application.

Please Note:

All advertisements will be subject to the most current Advertising Rules of the New Jersey Association of REALTORS® in the current year's Application regardless of when the Award recipient last applied or received the Award.

#### **ADVERTISING RULE #1:**

Neither you, the agency with which you are associated, nor anyone on your behalf or with your authorization shall in any manner advertise, publish or distribute prior to February 1, 2013 that you are a recipient, qualified or eligible to receive the NJAR® Circle of Excellence Sales Award® for the year 2012.

You will receive notification from your Primary Local Board/Association as to the acceptance or rejection of your Application by January 27, 2013.

#### **ADVERTISING RULE #1 ENFORCEMENT:**

This Award is an individual Award and, in the event of any violation of Rule #1, regardless who is responsible for the creation or submission of the paid or unpaid advertisement or any other item submitted for publication or distribution, including but not limited to, business cards, e-mails, newspapers, magazines, websites, and any other item submitted for advertisement, publication or distribution, by you, a publisher, a broker, a manager, an assistant or anyone else on your behalf or with your authorization, NJAR® will enforce this rule against you as follows:

#### **ADVERTISING RULE #1 PENALTIES:**

FIRST VIOLATION: You shall be ineligible to receive the Award for the year for which you have applied or for the following year for which you would have achieved the Award.

SECOND AND SUBSEQUENT VIOLATIONS:

You shall be ineligible to receive the Award for two years, which includes the year for which you applied and the following year for which you would have achieved the Award.

#### **ADVERTISING RULE #2:**

All advertisements, publications or distributions of items acknowledging your achievement of the NJAR® Circle of Excellence Sales Award® MUST contain the following:

The YEAR(S) the Award was achieved (can be all years or any year(s) the Award was achieved); AND;

Any of the following three names (or the NJAR® Million Dollar Sales Club when applicable—see below "Elimination of NJAR® Million Dollar Sales Club Advertising") which MUST include NJAR® (or New Jersey Association of REALTORS®) at the beginning of the name:

NJAR® Circle of Excellence Sales Award® NJAR® Circle of Excellence Award® NJAR® Circle of Excellence®

Note: It is optional to use the level of the Award (e.g., bronze, gold, etc.). However, if you use the level, you must use the level for each year for which you are advertising the Award.

# ADVERTISING RULE #2 ENFORCEMENT:

This Award is an individual Award and, in the event of any violation of Rule #2, regardless who is responsible for the creation or submission of the paid advertisement or any other paid item submitted for publication or distribution, including but not limited to business cards, e-mails, newspapers, magazines, websites, and any other item submitted for advertisement, publication or distribution, by you, a publisher, a broker, a manager, an assistant or anyone else on your behalf or with authorization, NJAR® will enforce this rule against you as follows:

#### **ADVERTISING RULE # 2 PENALTIES:**

NOTE: With regard to group advertisements, each individual included in the advertisement who does not comply with Rule #2 shall be deemed to have separately violated this Rule and will be subject to the below penalties.

FIRST VIOLATION: \$100 fine. If you fail to pay the fine and correct the violation within 30 days of receipt of written notification, you automatically will lose the Award for the last year for which you have achieved the Award and will not be eligible to apply the

following year for which you would have achieved the Award.

SECOND VIOLATION: \$500 fine. If you fail to pay the fine and correct the violation within 30 days of receipt of written notification, you

automatically will lose the Award for the last year for which you have achieved the Award and will not be eligible to apply

the following year for which you would have achieved the Award.

THIRD AND SUBSEQUENT VIOLATIONS: \$1,000 fine. If you fail to pay the fine and correct the violation within 30 days of receipt of written notification, you automatically will lose the Award for the last year for which you have achieved

the Award and will not be eligible to apply for the Award the following TWO years for which you

would have achieved the Award.

# PAYMENT OF THE FINE(S) IMPOSED IS A CONDITION OF THE INDIVIDUAL EVER APPLYING AGAIN FOR THE AWARD. ALL FINES MUST BE MADE PAYABLE TO THE NJAR® EDUCATIONAL FOUNDATION.

NOTE: If an advertisement with the same violation already has been placed in a publication prior to receiving written notice and you cannot in good faith correct that advertisement, that advertisement shall be considered to be the same violation.

#### **EXAMPLES OF HOW TO ADVERTISE LEVEL(S) OF ACHIEVEMENT:**

- 1. NJAR® Circle of Excellence Sales Award®, 2003-2005-Bronze, 2002-Silver, 2001-Bronze, 2008-Platinum; or
- 2. NJAR® Circle of Excellence Sales Award®, 2008 (if you don't want to advertise you received the Award in any other years, there is no requirement to do so).

#### **ELIMINATION OF NJAR® MILLION DOLLAR SALES CLUB ADVERTISING:**

If you have achieved the NJAR® Million Dollar Sales Club and the NJAR® Circle of Excellence Sales Award®, you may combine them to advertise both of those Awards as the NJAR® Circle of Excellence Sales Award® using one of the three approved names (but cannot jointly advertise them as only the NJAR® Million Dollar Sales Club) and the year(s) in which the Award was achieved.

#### ADVERTISING THE NJAR® CIRCLE OF EXCELLENCE SALES AWARD® WITH OTHER AWARDS:

If your agency advertises its own or any other award and the NJAR® Circle of Excellence Sales Award® in the same advertisement, it must clearly differentiate between the two awards so that each recipient of the NJAR® Circle of Excellence Sales Award® clearly is identified as provided in Advertising Rule #2. There cannot be any confusion in the advertisements concerning who received the NJAR® Circle of Excellence Sales Award® and who received a company or other award.

#### STATUTE OF LIMITATIONS ON ADVERTISING VIOLATIONS:

Advertisements received by NJAR® sixty (60) or more days after the advertisement was published will not be considered a violation of Advertising Rule #1 or Advertising Rule #2.

#### **APPEAL PROCESS**

### APPLICATION DENIAL OR LEVEL CHANGE:

You may file a written appeal within fifteen (15) days of the date of the written notice to you of the rejection of your application or the level for which you applied. Said written appeal must be submitted to your primary local board/association, which will forward your appeal to NJAR® for processing. You will be permitted to appear before the NJAR® committee with regard to the appeal.

# ADVERTISING VIOLATION:

You may appeal the decision that you have violated Advertising Rules #1 or #2 within fifteen (15) days of the date of the written notice to you concerning the violation. Said written appeal must be submitted directly to NJAR®. The procedures that must be followed for the appeal are available from NJAR®. You will not be permitted to appear before the NJAR® committee with regard to the appeal. All fines must be paid prior to or with the appeal as a condition of appealing the violation.

Signature of the Applicant

(NJAR® recommends you make a copy and retain it for your records)

<sup>\*\*</sup> Contributions are not deductible for income tax purposes. Contributions to RPAC are voluntary and are used for political purposes. You may contribute more or less than the suggested amount. You may refuse to contribute without reprisal and the National Association of REALTORS® or any of its state associations or local boards will not favor or disfavor any member because of the amount contributed. 70% of each contribution is used by RPAC of New Jersey to support state and local political candidates. Until RPAC of New Jersey reaches its RPAC goal, 30% is sent to National RPAC to support federal candidates and is charged against your limits under 2 U.S.C. 441a; after RPAC of New Jersey reaches its RPAC goal it may elect to retain your entire contribution for use in supporting state and local candidates.