

Fleetwood Realty Rental Agreement

19 West Grand St. Mt. Vernon, New York 10552 914-664-5000 Fax 914-664-0443

Applicant:

Name: _____

Address: _____

Email: _____

Home tel. # _____ Cell # _____

Years at address _____

Present Landlord _____

Landlord Address _____

Landlord Tel. # _____

Your Occupation _____

Your Employer _____

Business Address _____

Business Tel. # _____

Supervisor _____

Years at Present Employer _____

Annual Income _____

Other Income _____

Do you have good Credit Yes or No Score _____

Good Credit Yes or No Score _____

Do you need to Walk to the RR Station _____

Do you Prefer Building or Private House _____

Do you have any pets? Yes or No Kind? _____

Pets? Yes or No Kind? _____

Do you receive assistance from Social Services or any other State or Federal Aide? _____

How many bedrooms do you need? _____

What is your MAX Monthly rent? _____

What area do you prefer? _____

Others of Occupy Apartment: _____

Date Required: _____

Name: _____

Name: _____

Agreement

There is a finder's fee for Fleetwood Realty locating an apartment. Please review the compensation agreement. There is no commission standard set by law.

ALL FEES ARE NON-REFUNDABLE

Applicant: _____

Co-Applicant: _____

Please do not ask to be shown homes according to the racial, religious, or ethnic characteristics of the neighborhood in which the homes /apartments are located. Federal law prohibits us from placing any such restrictions on showing or information about the availability of homes for sale or rent.



New York State
DEPARTMENT OF STATE
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001

Customer Service: (818) 474-4429
www.dos.state.ny.us

New York State Disclosure Form for Landlord and Tenant

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of landlords and tenants of real property to advise the potential landlords and tenants with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.

Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

Disclosure Regarding Real Estate Agency Relationships

Landlord's Agent

A landlord's agent is an agent who is engaged by a landlord to represent the landlord's interest. The landlord's agent does this by securing a tenant for the landlord's apartment or house at a rent and on terms acceptable to the landlord. A landlord's agent has, without limitation, the following fiduciary duties to the landlord: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A tenant's agent does not represent the interest of the landlord. The obligations of a tenant's agent are also subject to any specific provisions set forth in an agreement between the agent and the tenant. In dealings with the landlord, a tenant's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the tenant's ability and/or willingness to perform a contract to rent or lease landlord's property that are not consistent with the agent's fiduciary duties to the tenant.

Tenant's Agent

A tenant's agent is an agent who is engaged by a tenant to represent the tenant's interest. The tenant's agent does this by negotiating the rental or lease of an apartment or house at a rent and on terms acceptable to the tenant. A tenant's agent has, without limitation, the following fiduciary duties to the tenant: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A tenant's agent does not represent the interest of the landlord. The obligations of a tenant's agent are also subject to any specific provisions set forth in an agreement between the agent and the tenant. In dealings with the landlord, a tenant's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the tenant's ability and/or willingness to perform a contract to rent or lease landlord's property that are not consistent with the agent's fiduciary duties to the tenant.

Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a tenant's agent (but does not work for the same firm as the listing agent or tenant's agent) to assist the listing agent or tenant's agent in locating a property to rent or lease for the listing agent's landlord or the tenant agent's tenant. The broker's agent does not have a direct relationship with the tenant or landlord and the tenant or landlord can not provide instructions or direction directly to the broker's agent. The tenant and the landlord therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or tenant's agent do provide direction and instruction to the broker's agent and therefore the listing agent or tenant's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the tenant and the landlord if both the tenant and landlord give their in-

Informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the landlord and the tenant. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the tenant and landlord. An agent acting as a dual agent must explain orally to both the landlord and tenant that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the landlord and tenant are giving up their right to undivided loyalty. A landlord and tenant should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A landlord or tenant may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents
If the tenant and the landlord provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate

a sales agent to represent the tenant and another sales agent to represent the landlord. A sales agent works under the supervision of the real estate broker. With the informed consent in writing of the tenant and the landlord, the designated sales agent for the tenant will function as the tenant's agent representing the interests of and advocating on behalf of the tenant and the designated sales agent for the landlord will function as the landlord's agent representing the interests of and advocating on behalf of the landlord in the negotiations between the tenant and the landlord. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A landlord or tenant should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A landlord or tenant may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by _____ (print name of licensee) of Fleetwood Realty
(print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

Landlord as a (check relationship below)

Landlord's agent

Broker's agent

Dual agent

Tenant as a (check relationship below)

Tenant's agent

Broker's agent

Dual agent with designated sales agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

Advance informed consent dual agency

Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: _____ is appointed to

represent the tenant; and _____ is appointed to represent the seller in this transaction.

(I) (We) _____ acknowledge receipt of a copy of this disclosure

Print signature of Landlord(s) and/or Tenant(s):

Date: _____

Date: _____

NO9-1738-A (Rev. 12/10)

I, _____ have received the Fair Housing in Real Estate packet.

Signature

Date



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(800) 802-3844

New York State Housing and Anti-Discrimination Disclosure Form

Federal, State and local Fair Housing Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status. Real estate professionals must also comply with all Fair Housing Laws.

Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by "steering" which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by "blockbusting" which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

YOU HAVE THE RIGHT TO FILE A COMPLAINT

If you believe you have been the victim of housing discrimination you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: www.dhr.ny.gov;
- Stop by a DHR office in person, or contact one of the Division's offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State's website https://www.dos.ny.gov/licensing/complaint_links.html
- Stop by a Department's office in person, or contact one of the Department's offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-1429
www.dos.ny.gov

**New York State
Division of Consumer Rights
(888) 392-3844**

New York State Housing and Anti-Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit <https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by _____ (print name of Real Estate Salesperson/
Broker) of Fleetwood Realty _____ (print name of Real Estate company, firm or brokerage)

(I)(We) _____

(Buyer/Tenant/Seller/Landlord) acknowledges receipt of a copy of this disclosure form:

Buyer/Tenant/Seller/Landlord Signature: _____ Date: _____

Buyer/Tenant/Seller/Landlord Signature: _____ Date: _____

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.



NON-EXCLUSIVE TENANT AGENCY COMPENSATION AGREEMENT



THIS IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, WE RECOMMEND CONSULTING AN ATTORNEY BEFORE SIGNING

I/WE _____ (APPLICANT)
hereby retains _____ (BROKER) represented by _____ (AGENT) to represent APPLICANT as a Applicant's Agent.

APPLICANT grants to BROKER the non-exclusive right to locate or procure real property acceptable for purchase/lease by APPLICANT. The final decision whether or not a property is acceptable for purchase shall be solely within the discretion of APPLICANT. APPLICANT understands that this AGREEMENT is only a compensation agreement between the APPLICANT and the BROKER for services provided in the purchase of a property by the APPLICANT.

The Applicant's Agent will use reasonable efforts in locating a property on price and terms acceptable to APPLICANT; use professional knowledge and skills to negotiate for APPLICANT's purchase of the property; assist APPLICANT throughout the transaction and act in APPLICANT's best interests at all times; present written agreements to the seller or to seller's agent; may assist APPLICANT in obtaining financing and in researching financing alternatives. Such representation is effective upon the signing of this AGREEMENT and ends at midnight on _____, 20____ or upon the closing of a property purchased in accordance with this AGREEMENT. The terms and conditions of this AGREEMENT are as follows:

1. APPLICANT'S OBLIGATIONS During the term of this AGREEMENT, APPLICANT agrees to provide to BROKER upon request: the general nature, location, requirements and preferred terms and conditions, which APPLICANT is seeking in connection with the acquisition of desired property; and relevant personal and financial information to assure APPLICANT's ability to obtain financing.

2. COMPENSATION:

/ PLEASE INITIAL
Compensation is not set by law or any Realtor® association or MLS. APPLICANT understands that compensation to BROKER is fully negotiable between the APPLICANT and the BROKER.

APPLICANT agrees that the BROKER shall receive compensation if APPLICANT or any other person acting on APPLICANT's behalf buys, exchanges for, obtains an option on, or leases real property located and/or shown by the BROKER to the APPLICANT. A list of such properties located or shown by BROKER and covered under this AGREEMENT may be listed below and/or by an addendum. APPLICANT agrees that BROKER shall be compensated \$ _____ or _____ % of the purchase price of the property or 15% of the aggregate rental of the lease and all options as exercised or \$ _____, which sum shall become due and payable when BROKER brings about a meeting of the minds between APPLICANT and the seller/lessor. BROKER is authorized to have the agreed upon compensation paid by the Seller or the Listing Broker under the Purchase Agreement or otherwise except as set forth in section 4(c) or 4(d). However, to the extent that the agreed upon compensation is not paid to BROKER by the Seller or the Listing Broker, APPLICANT shall be fully responsible to BROKER for the difference between the agreed upon compensation and any amount received by BROKER from the Seller and/or Listing Broker. If APPLICANT and BROKER agree to dual agency or dual agency with designated sales agents (see section 4(c) and 4(d)), the APPLICANT shall be responsible for compensating the BROKER the full amount set forth above. BROKER may not receive compensation from any source that exceeds the amount or rate agreed to with the APPLICANT unless the BROKER and APPLICANT have agreed to the additional compensation in writing.

APPLICANT shall pay BROKER a retainer fee of \$ _____ upon signing this AGREEMENT, which shall be credited against the compensation received by BROKER upon the consummation of a transaction by APPLICANT.

APPLICANT acknowledges that if within _____ days of the termination of this AGREEMENT, with or without the services of a licensed agent, APPLICANT buys, exchanges for, obtains an option on, or leases real property shown to APPLICANT by BROKER during the term of this AGREEMENT, compensation as set forth in this AGREEMENT shall be applicable and APPLICANT shall pay such fee to BROKER.

3. FAIR HOUSING BROKER is committed to compliance with all laws as well as the philosophy of fair housing for all people. BROKER will present properties to APPLICANT in full compliance with local, State and Federal Fair Housing laws as well as the National Association of REALTORS® Code of Ethics.

4. IN-HOUSE SALES If APPLICANT expresses interest in property owned by a seller who has an agency relationship with BROKER ("seller's broker"), a conflict has arisen. The BROKER shall immediately advise both the APPLICANT client and seller client of the pertinent facts including the fact that a dual agency situation has arisen, and that the following options are available:

- BROKER and APPLICANT could dissolve their agency relationship. APPLICANT may then seek to retain another broker, and/or an attorney, or may represent themselves. This would release APPLICANT from their obligations under this AGREEMENT for that property only. BROKER may continue to act as Agent for Seller.

b. BROKER and seller could dissolve their agency relationship. The seller may then seek to retain another broker, and/or an attorney, or may represent (her)himself. This would release the seller from any listing agreement which was entered into with BROKER. BROKER may continue to act as agent for APPLICANT.

For transactions where the APPLICANT chooses (a) or (b), the brokerage compensation will be paid by the seller in accordance with the listing agreement with the seller, unless different arrangements have been agreed upon. Compensation or fees owed under this AGREEMENT are not applicable in scenario a or b above as this AGREEMENT would not be in effect for any representation other than Applicant Agency, Dual Agency or Dual Agency with Designated Sales Agent. The APPLICANT, seller and BROKER shall memorialize the option of their mutual choice by executing a statutory agency disclosure notice. If there is no mutual agreement, the proposed transaction between APPLICANT and seller shall not be pursued.

c. With fully informed consent, APPLICANT and seller may elect to continue with the brokerage firm serving as a consensual dual agent which is the exception to the general rule that agents serve one principal. In dual agency, the BROKER and its agents have a duty of fairness to both the APPLICANT and seller. As a dual agent, the firm and its agents cannot furnish undivided loyalty to either party. As a dual agent, the firm and its licensee agents have a duty not to disclose confidential information given by one principal to the other principal, such as the price one is willing to pay or accept. Such information may already be known to the firm and its agents. If the information is of such a nature that the agent cannot fairly give advice without disclosing it, the agent cannot properly continue to act as an agent.

d. With fully informed consent, APPLICANT and seller may elect to continue with the brokerage firm serving as a consensual dual agent with designated sales agents. The BROKER of the firm will be a dual agent and the seller and APPLICANT will have different agents of the firm advocate on their behalf. The designated sales agent for the APPLICANT will function as the applicant's agent representing the interests of and advocating on behalf of the APPLICANT and the designated sales agent for the seller will function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the APPLICANT and seller. A designated sales agent cannot provide the full range of fiduciary duties to the APPLICANT or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty.

For transactions where the APPLICANT and BROKER agree to Dual Agency or Dual Agency with Designated Sales Agent, the APPLICANT and BROKER agree that the APPLICANT will be obligated to compensate the BROKER the full amount of compensation pursuant to section 2 of this agreement as the BROKER may not request compensation from the seller or listing broker.

5. OTHER POTENTIAL APPLICANTS APPLICANT understands that other potential applicants may consider making offers on or acquire, through BROKER, the same or similar properties as APPLICANT is seeking to acquire. APPLICANT consents to BROKER's representation of such other potential applicants before, during and after the expiration of this AGREEMENT. In the event the AGENT represents another applicant interested in the property, the AGENT must receive the consent of all applicants interested in the property before proceeding. If consent of all parties is not received, the proposed transaction between any applicant and seller shall not be pursued.

6. ADDITIONAL TERMS

- a. Upon request by BROKER, APPLICANT agrees to provide a signature acknowledgement to a listing of properties shown to APPLICANT by BROKER during the term of this AGREEMENT.
- b. This document and any Addendum hereto, contains the entire agreement of the parties and supersedes all prior agreements or representations which are not expressly set forth herein between these parties.
- c. This AGREEMENT may be modified only in writing signed and dated by both parties. APPLICANT acknowledges that APPLICANT has not relied on any statements of BROKER or AGENT which are not herein expressed.

7. HOME EQUITY THEFT PREVENTION ACT: Please initial (only one): I am planning on purchasing the property: for use as a primary residence or; _____ for use as a second home or investment property

8. MISCELLANEOUS APPLICANT has read and understands this contract and does hereby acknowledge receipt of a copy thereof. This contract is the entire agreement between the parties and may not be changed except in a writing signed by both parties. This contract shall be binding upon the parties hereto, and their respective heirs, successors, or assigns as of the EFFECTIVE DATE. For purposes of this contract, "APPLICANT" refers to each and all parties who will have an ownership interest in the PROPERTY and the undersigned APPLICANT represents that he/she will be the sole and exclusive owner and is fully authorized to enter into this contract. As used in this contract, the neuter includes the masculine and feminine, the singular includes the plural and the plural includes the singular, as the context may require. APPLICANT understands and agrees that the Board/Association of REALTORS and/or the MLS are not the APPLICANTS' agents and none of the terms of this AGREEMENT shall make them the APPLICANTS' agents.

9. DISPUTE RESOLUTION:

- a. The parties agree that any dispute concerning the terms and conditions of this Agreement that cannot be amicably resolved between them shall first be submitted to mediation proceedings conducted in accordance with the rules of the National

Association of Realtors® and the local Realtor® association – or, if that association does not provide for mediation, by a mediator mutually agreed upon by the parties. Mediation fees and costs, if any, shall be divided equally among the parties involved.

- b. If the dispute is not timely resolved through mediation, either party may submit the dispute to binding arbitration before the local Realtor® association in accordance with the procedure set forth in the National Association of Realtors® Code of Ethics and Arbitration Manual. Each party shall bear its own fees and costs, and the fees of the arbitration.
- c. The parties agree that arbitration as set forth above shall be the exclusive procedure for resolution of all disputes that cannot be resolved through mediation. Each party hereby waives the right to bring any lawsuit relating to any transaction covered by this Agreement and further waives the right to join, or be part of, any class action or any other legal action relating to claims arising from any such transaction.
- d. Notwithstanding any provision to the contrary contained in this Agreement, if Broker is held to be liable for any matter arising from this Agreement, the maximum liability of Broker shall not exceed the aggregate amount received by Broker in connection with the transaction in question, not including filing or related administrative fees.

Properties viewed (an addendum may also be used):

APPLICANT _____ Date: _____ (EFFECTIVE DATE) _____

APPLICANT _____ Date: _____ (EFFECTIVE DATE)

APPLICANT'S BROKER _____ Date: _____ (EFFECTIVE DATE)

The "EFFECTIVE DATE" of this Agreement shall be latest date entered above alongside the parties' signatures

Agreement for all Rentals

There is a finder's fee paid by the tenant to Fleetwood Realty of 15% of the annual rent. This fee is non-refundable and only payable upon lease signing. The fee is payable in cash, postal money order, or certified bank check. Please do not ask for be shown homes according to the racial, religious, or ethnic characteristics of a neighborhood in which homes/apartment building are located. Federal law prohibits us from placing any such restrictions on disclosure, discrimination disclosure and application.

Signed and Agreed: