

**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 \_\_\_\_\_

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? \_\_\_\_\_

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: \_\_\_\_\_

Name: \_\_\_\_\_

**Co-Applicant:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Home # \_\_\_\_\_ Cell # \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Good Credit Yes or No Score \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Pets? Yes or No Kind? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date Required: \_\_\_\_\_

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](http://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 scouting 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 landlord's agent does not represent the interests of the tenant. The obligations of a landlord's agent are also subject to any specific provisions set forth in an agreement between the agent and the landlord. In dealings with the tenant, a landlord'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 value or desirability of property, except as otherwise provided by law.

#### 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-



formed 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 carefully 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)

☐ Tenant as a (check relationship below)

☐ Landlord's agent

☐ Tenant's agent

☐ Broker's agent

☐ Broker's agent

☐ Dual 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

form; signature of ☐ Landlord(s) and/or ☐ Tenant(s):

Date: \_\_\_\_\_

Date: \_\_\_\_\_

109-1736-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](http://www.dos.ny.gov)

New York State  
Division of Consumer Rights  
(800) 302-3644

### 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](http://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](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  
(516) 474-4429  
[www.dos.ny.gov](http://www.dos.ny.gov)

New York State  
Division of Consumer Rights  
(888) 392-3644

**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) acknowledge 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.







- 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:

\_\_\_\_\_