

**HOME SWEET HOME PROPERTIES, INC.
Rental Application**

Date:	How did you hear about us:	Agent
Applicant	2 nd Applicant	
Address	Address:	
City	State	Zip
	City:	State Zip
Home #	Cell #	Home # Cell #
Email	Email:	
Current Landlord Name:	Current Landlord Name:	
Current Landlord Tel #:	Current Landlord Tel #:	
	Do Not Contact	Do Not Contact
Employer	Salary	Employer: Salary
Employer Address	Employer Address:	
Position:	Work #	Position: Work #
Supervisor:	Supervisor:	

Reason for the move?

Which towns are you looking to live in?

Size desired: Studio 1BR 2BR 3BR 4BR

If Studio desired do you have furniture?

If so, how much? _____

Price Range: \$ to

How many people will occupy the new residence?

Occupants Pets: Cats Dogs

When is your preferred move-in date:

What other amenities do you require:

What apartment have you already seen so we don't show them to you again?

Check preferred dwelling types?

- Luxury High Rise
- English Tudor Building
- Garden Style (Low Rise Building)
- Condominium Rental
- Co-Op Rental
- Townhouse
- 2-Family (Private Home)
- Duplex
- Entire House for rent

Turn page and read carefully, signature required before viewing any rental properties.....

COMMISSION AGREEMENT

Please read carefully and sign agreement below

It is hereby understood and agreed that if the undersigned ("Tenant") rents or obtains any apartment or other rental property at any of the addresses listed below, whether directly or indirectly, then in the event, a brokers commission of a sum equal to (12%) twelve percent of the annual rent of said apartment or rental property shall be due and owing to Home Sweet Home Properties, Inc. ("Broker") If tenant decides to have Home Sweet Home Properties, Inc. submit an offer for an apartment, a \$600 fee will be required up front. If tenant backs out for any reason, any and all fees submitted to Home Sweet Home Properties, Inc. will be forfeited as liquidated damages. This fee is fully refundable if landlord does not accept the tenant for any reason, if requested within 10 calendar days of denial, otherwise client may apply \$600 deposit to another apartment within 90 calendar days of same denial. This \$600 payment is also applied towards the remaining commission owed. The remaining commission is due and payable upon the landlord's acceptance and approval of the tenant's application for rental. The undersign hereby acknowledges that Home Sweet Home Properties, Inc. its agents, brokers or representatives do not warrant the physical condition of any property nor do we warrant or make any representation as to any improvements, repairs, or upgrades to the property, parking availability, utility costs or any other representations made by the landlord. Tenant is advised to read their lease carefully and should rely on their own due diligence before committing themselves to a binding lease. In the event of any breach of this agreement, the undersign will be held liable for any and all costs incurred by Home Sweet Home Properties in the enforcement of the agreement, including but not limited to legal fees. Applicant's signature also authorizes Home Sweet Home Properties, Inc. permission to run a credit report that may be required to making a thorough credit decision. This agreement cannot be changed or modified orally.

All broker fees are payable by money order, certified check or cash. NO PERSONAL CHECKS are accepted under any circumstances.

AGREED AND ACCEPTED BY:

Tenant: Sign Here

Co-Tenant

These rentals were shown to us through Home Sweet Home Properties, Inc.

Address:

Date Shown:

Comments

Example of Home Sweet Home Properties Brokerage rentals Fees:

FEES: 12% OF THE ANNUAL RENT

\$800 Monthly Rent	=	\$1,152 Rental Brokerage Fee
\$1,200 Monthly Rent	=	\$1,728 Rental Brokerage Fee
\$1,500 Monthly Rent	=	\$2,160 Rental Brokerage Fee



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

Customer Service: (518) 474-4429
Fax: (518) 473-6648
Web site: 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 associates.

Throughout the transaction you may receive more than one disclosure form. The law requires 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 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 value or desirability of property, except as otherwise provided by law.

Broker's Agents

As part of your negotiations with a real estate agent, you may authorize your agent to engage other agents whether you are a landlord or tenant. As a general rule, those agents owe fiduciary duties to your agent and to you. You are not vicariously liable for their conduct.

Dual Agent

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

tation, 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.

Dual Agency with Designated Sales Associates

If the tenant and the landlord provide their informed consent in writing, the principals or the real estate broker who represents both parties as a dual agent may designate a sales associate to represent the tenant and another sales associate to represent the landlord. A sales associate works under the supervision of the real estate broker.

This form was provided to me by the company named below:

Licensee or Associate of Licensee: _____ (Signature) of

Company: Home Sweet Home Properties, Inc.

The above-named company, which is licensed as a Real Estate Broker is (check one)

- The Landlord's Agent A Dual Agent
 The Tenant's Agent A Dual Agent With Designated Sales Associates
 The Broker's Agent

If Dual Agent with Designated Sales Associates is checked:

_____ is appointed to represent the tenant; and

_____ is appointed to represent the landlord in this transaction.

(I)(We) acknowledge receipt of a copy of this disclosure form:

Signature of Landlord(s) and/or Tenant(s):

Date: _____

Date: _____

This form must be copied as a one page, two-sided form.

With the informed consent in writing of the tenant and the landlord, the designated sales associate for the tenant will function as the tenant's agent representing the interests of the tenant and the designated sales associate for the landlord will function as the landlord's agent representing the interests of the landlord in the negotiations between the tenant and the landlord. A designated sales associate cannot provide the full range of fiduciary duties to the landlord or tenant. The designated sales associate 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 associates before agreeing to such representation.