

**COMMERCIAL LISTING - RENTAL**

**Required:**

- OneKey MLS - **Exclusive Right to Rent Agreement \*\*\***
- NYS Disclosure Form for **Landlord and Tenant Agency**
- NYS **Housing and Anti-Discrimination** Disclosure Form
- KWGC **Landlord Authorization** Form
- KWGC **Affiliate Services Advisory** to Agreement of Sale or Lease
- KWGC Important Notice to Consumer Regarding **Wire Fraud**
- Lessor Lead Paint Disclosure** Form if Pre-1978 Construction (NOT REQUIRED FOR RENTALS, BUT REQUIRED FOR SALES)
- OneKey MLS - **Commercial Property Data** Section
- KWGC **Letter of Intent**
- KWGC **Commercial Rental Deal Sheet**
- KWGC **Closing Bill**

**\*\*\* As per MLS 6/27/2023 Commercial Listings should use the same Exclusive Right to Rent Agreement as Residential**



# EXCLUSIVE RIGHT TO RENT AGREEMENT

**THIS IS A LEGALLY BINDING CONTRACT ("AGREEMENT"). IF NOT FULLY UNDERSTOOD, WE RECOMMEND CONSULTING AN ATTORNEY BEFORE SIGNING.**

I/WE \_\_\_\_\_ ("LANDLORD") the LANDLORD of property located at \_\_\_\_\_ ("PROPERTY")

do hereby give you, \_\_\_\_\_ ("LISTING BROKER")

the exclusive right to rent the PROPERTY for \$ \_\_\_\_\_ from 12:01 A.M. on \_\_\_/\_\_\_/20\_\_\_ until 11:59 P.M. on \_\_\_/\_\_\_/20\_\_\_ ("LISTING PERIOD") and to make an offer of compensation to all participants of the OneKey® Multiple Listing Service, LLC (OneKey® MLS) authorized under law to receive a commission. OWNER and LISTING BROKER agree that they are contractually bound by this AGREEMENT as of the Effective Date.

Further, OWNER and LISTING BROKER agree that no marketing, promotion, rental activity, or showings of the PROPERTY shall take place until the LISTING CONTENT is entered into the OneKey® MLS system and made available to other OneKey® MLS Participants on \_\_\_\_\_ (insert date).

No provision of this AGREEMENT is intended to nor shall be understood to establish or imply any contractual relationship between the LANDLORD and OneKey® MLS and/or any REALTOR® Associations nor has OneKey® MLS and/or any REALTOR® Associations in any way participated in any of the terms of this AGREEMENT, including the commission to be paid. **COMPENSATION**

1. The LANDLORD hereby agrees to pay the LISTING BROKER a total commission of \_\_\_\_\_.

Owner also agrees that said commission shall be shared with Cooperating Brokers as follows:

If the Cooperating Broker is a Landlord's Agent \_\_\_\_\_% of the rental price or \$ \_\_\_\_\_.

If the Cooperating Broker is a Broker's Agent \_\_\_\_\_% of the rental price or \$ \_\_\_\_\_.

If the Cooperating Broker is a Tenant's Agent \_\_\_\_\_% of the rental price or \$ \_\_\_\_\_.

\_\_\_\_\_  
OWNER INITIAL

This commission is offered to OneKey® MLS participants only.

## COMMISSION EARNED AND OWNER(S) OBLIGATIONS AFTER THE EXPIRATION/TERMINATION OF AGREEMENT

2. A commission shall be earned and payable under any of the following conditions: (a) If the LISTING BROKER or cooperating broker produces a tenant ready, willing and able to rent the PROPERTY on such terms and conditions acceptable to the LANDLORD; (b) If through the LISTING BROKER's or cooperating broker's efforts a tenant and the OWNER reach an agreement upon all the essential terms of a transaction; (c) If the PROPERTY is rented or LANDLORD delivers possession during the term of this LISTING AGREEMENT whether or not the rental or delivery of possession is a result of the LISTING BROKER's efforts and even if the PROPERTY is rented or LANDLORD delivers possession as a result of the efforts of the LANDLORD or any other broker or agent not acting under this LISTING AGREEMENT; (d) If the LISTING BROKER or cooperating broker is the procuring cause of a transaction. If within \_\_\_\_\_ days after the expiration or termination of the LISTING PERIOD, LANDLORD accepts a rental offer, enters into a rental agreement, rents the property, or otherwise delivers possession of the PROPERTY to any person to whom the PROPERTY has been shown during the LISTING PERIOD, LANDLORD will pay LISTING BROKER the aforementioned commission/fee as if LISTING BROKER had made the rental provided the LANDLORD executes a valid rental agreement or delivers possession of the PROPERTY. The preceding sentence shall not apply if LANDLORD in good faith enters into a valid rental listing agreement for the PROPERTY with another New York State licensed real estate broker after the expiration or termination of this AGREEMENT.

3. If LANDLORD terminates this LISTING AGREEMENT or the LISTING BROKER's authority provided herein prior to the end of the LISTING PERIOD, the LISTING BROKER shall retain its contract rights (including but not limited to recovery of its commission, advertising expenses and/or any other damages incurred) by reason of LANDLORD's termination.

## LANDLORDS' REPRESENTATIONS AND OBLIGATIONS

4. LANDLORD represents that all legal requirements including, but not limited to, rental permits, certificates of occupancy, or other governmental permits, to create and maintain the rental unit which is the subject of this AGREEMENT have been obtained by LANDLORD and are currently valid. The LANDLORD agrees at all times to act in good faith to assist the LISTING BROKER in the performance of the LISTING BROKER's obligations and to fully cooperate with the LISTING BROKER in its efforts to find a tenant for the property and complete the transaction contemplated by this AGREEMENT.

## MARKETING

5. LANDLORD grants to the LISTING BROKER full discretion to determine the appropriate marketing approach for the PROPERTY. LISTING BROKER will undertake to find a ready, willing, and able tenant and in order to do so will engage in marketing activity which may include all forms of advertising.

## AUTHORIZATION FOR "FOR RENT" SIGN AND OTHER SERVICES

6. LISTING BROKER \_\_\_\_\_ (is) \_\_\_\_\_ (is not) authorized to place a "For Rent" sign on the PROPERTY. (Check one)

7. LISTING BROKER \_\_\_\_\_ (is) \_\_\_\_\_ (is not) authorized to use a lockbox. (Check one)

8. LANDLORD \_\_\_\_\_ (gives permission) \_\_\_\_\_ (does not give permission) to the LISTING BROKER to share keys to the PROPERTY with cooperating brokers. (Check one)

## PROPERTY FOR (NOT FOR) SALE

9. LANDLORD represents that the PROPERTY \_\_\_\_\_ (is) \_\_\_\_\_ (is not) for sale (Check one). In the event that the PROPERTY is currently for sale, the name of the listing sales broker, if any, is \_\_\_\_\_. LANDLORD represents that if the PROPERTY shall be placed on the market for sale at any time during the term of this AGREEMENT or any extension hereof, LANDLORD will promptly notify LISTING BROKER of the identity of the listing sales broker and that LISTING BROKER may elect to terminate this AGREEMENT at such time, in LISTING BROKER's sole discretion. In the event that the PROPERTY is sold by LANDLORD to anyone with whom the LISTING BROKER or any cooperating broker is or was negotiating during the term of this AGREEMENT or any extension hereof,

LISTING BROKER shall be entitled to a selling commission from LANDLORD in the amount of \_\_\_\_\_ of the sales price. This selling commission shall also be earned and payable from LANDLORD to LISTING BROKER in the event the tenant procured by LISTING BROKER purchases the PROPERTY during the term specified in the AGREEMENT with or without the existence of a written lease agreement. The selling commission shall be earned and payable to LISTING BROKER when the PROPERTY is sold and title is transferred and conveyed by LANDLORD to the tenant, or, if not to the tenant, to any other person with whom LISTING BROKER is or was negotiating during the term of this AGREEMENT. LANDLORD will not be obligated to pay such commission if after the expiration of this AGREEMENT, LANDLORD in good faith enters into a valid listing agreement with another New York State licensed real estate broker who receives a commission pursuant to such subsequent agreement.

#### CREDIT REPORTS

10. LANDLORD \_\_\_\_ (does) \_\_\_\_ (does not) hereby authorizes LISTING BROKER to obtain credit reports to the extent permissible by law with respect to any prospective tenant and to provide same to and for the benefit of LANDLORD (Check one).

#### USE OF AUDIO RECORDING DEVICES

11. LANDLORD is advised that it is in violation of NYS Penal Law to mechanically overhear a conversation by having any device (or devices) recording, streaming, or otherwise documenting the conversation of an individual during real estate-related activities at the property (open houses, showings etc.) if you are not a party to that conversation. If such a device is present and will be operating at any time a potential tenant is viewing the property, the LANDLORD understands that the listing agent must disclose the presence of the device. The property (check one) does \_\_\_\_ does not \_\_\_\_ have a device that can mechanically overhear a conversation.

#### ADDITIONAL POINTS

12. Additional Points, if any:

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#### ALL MODIFICATIONS TO BE MADE IN WRITING

13. LANDLORD and LISTING BROKER agree that no change, amendment, modification or termination of this AGREEMENT shall be binding on any party unless the same shall be in writing and signed by the parties.

#### MAINTENANCE OF PROPERTY

14. LANDLORD is responsible for the condition, maintenance and/or utilities for the PROPERTY including snow removal and lawn maintenance. LANDLORD agrees to indemnify and hold harmless the LISTING BROKER and cooperating brokers from any claim arising out of personal injuries to any persons injured on the PROPERTY and/or loss or damage to personal property except if caused by the gross negligence of the LISTING BROKER or cooperating broker. LANDLORD shall have the right to select counsel in such event, subject to the approval of the LISTING BROKER and/or cooperating broker, which approval shall not be unreasonably withheld.

#### ESCROW AND RECOVERY OF FEES

15. (a) Escrow. If, for any reason, LISTING BROKER is not paid the compensation set forth herein on the due date, LANDLORD shall establish an escrow account with a party mutually agreeable to LISTING BROKER and LANDLORD or a title insurance agent or company, and shall place into said escrow account an amount equal to the compensation set forth herein. The escrow monies shall be paid by LANDLORD to said escrow agent and shall be held in escrow until the parties' rights to the escrow monies have been determined (i) by the written agreement of the parties; (ii) pursuant to an arbitration award; (iii) by order of a court of competent jurisdiction; or (iv) some other process to which the parties agree to in writing.

(b) Attorney Fees. In any action, proceeding or arbitration to enforce any provision of this AGREEMENT, or for damages caused by default, the prevailing party shall be entitled to reasonable attorney fees, costs and related expenses, such as expert witness fees and fees paid to investigators. In the event LISTING BROKER hires an attorney to enforce the collection of any commission due hereunder and is successful in collecting all or any portion thereof with or without commencing a legal action or proceeding, LANDLORD agrees to pay the reasonable attorney fees, costs and related expenses incurred by LISTING BROKER.

#### INDEMNITY

16. In the event any claim or action is commenced against the LISTING BROKER or a cooperating broker as a result of the LISTING BROKER or cooperating broker obeying the lawful instructions of the LANDLORD or relying on any representations made by LANDLORD with respect to this Agreement, including but not limited to, the legality of the property, then, and in such event, the LANDLORD hereby agrees to defend, indemnify and hold harmless the LISTING BROKER or cooperating broker in any such claim or action. LANDLORD shall have the right to select counsel in such event, subject to the approval of the LISTING BROKER and/or cooperating broker, which approval shall not be unreasonably withheld.

#### COPYRIGHT NOTICE

17. LANDLORD authorizes the LISTING BROKER to enter information and any photograph, image, graphics or video recording, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the PROPERTY whether taken by the LISTING BROKER's agent, supplied by LANDLORD, or otherwise ("LISTING CONTENT"), into a listing content compilation owned by OneKey® MLS. The LANDLORD understands and agrees that said compilation is exclusively owned by OneKey® MLS who alone possess the right to publish said compilation in any media form it deems appropriate. LISTING CONTENT may be aggregated with that of other properties listed by participants in OneKey® MLS, computer online networks and websites and become copyrightable data pursuant to agreements with LISTING BROKER and such other third parties. By the act of submitting any LISTING CONTENT to OneKey® MLS, the LISTING BROKER has been authorized to grant and also thereby does grant authority to OneKey® MLS to include the LISTING CONTENT in its copyrighted MLS compilation and also in any statistical report. OneKey® MLS may license, sell, lease, and commercially utilize its compilation. Among other uses OneKey® MLS may license or sell the LISTING CONTENT to aggregators who will aggregate the LISTING CONTENT and resell the same. If any LISTING CONTENT are delivered by LANDLORD to the LISTING BROKER for use in the OneKey® MLS compilation, by virtue of such delivery and the execution of this AGREEMENT, the LANDLORD hereby represents and warrants that the LANDLORD either: (1) holds all intellectual property rights including the copyrights of the LISTING CONTENT; or (2) has a nonexclusive, perpetual, royalty-free, worldwide license to copy, distribute, display, create derivative works, and publicly perform the LISTING CONTENT and the right to grant sublicenses through multiple tiers.

18. LANDLORD hereby grants to LISTING BROKER a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, reproduce and distribute the LISTING CONTENT or any derivative works thereof. LANDLORD agrees to indemnify LISTING BROKER from any claim of

infringement relating to the same. LANDLORD acknowledges and agrees that as between LANDLORD and LISTING BROKER, all LISTING CONTENT developed by either the LANDLORD OR the LISTING BROKER is deemed owned exclusively by LISTING BROKER, and LANDLORD has no right, title or interest in it.

**ACKNOWLEDGEMENT**

19. LANDLORD has read and understands this LISTING AGREEMENT and does hereby acknowledge receipt of a copy thereof. ALL ORAL OR PRIOR AGREEMENTS BETWEEN THE PARTIES ARE HEREBY MERGED INTO THIS AGREEMENT AND THE PARTIES AGREE THAT THEIR RELATIONSHIP SHALL BE GOVERNED SOLELY BY THIS AGREEMENT. This AGREEMENT is the entire agreement between the parties and may not be changed except in a writing signed by both parties. This LISTING AGREEMENT shall be binding upon the parties hereto, and their respective heirs, successors, or assigns as of the EFFECTIVE DATE. For purposes of this LISTING AGREEMENT, "LANDLORD" refers to each and all parties who have an ownership interest in the PROPERTY and the undersigned LANDLORD represents that he/she is/are the sole and exclusive owner and is fully authorized to enter into this LISTING AGREEMENT. As used in this LISTING AGREEMENT, the neuter includes the masculine and feminine, the singular includes the plural and the plural includes the singular, as the context may require. LANDLORD and LISTING BROKER understand that all extensions of this LISTING AGREEMENT must be done in writing and automatic renewals are specifically prohibited by 19 NYCRR§175.15. Any change to the LISTING AGREEMENT which would make the PROPERTY unavailable for rent through the OneKey® MLS, including but not limited to any withdrawal, cancellation, reduction in term of listing or termination thereof, must be in writing signed by the LISTING BROKER or authorized representative/manager in order to have any binding legal force and effect.

**EQUAL OPPORTUNITY IN HOUSING**

20. LANDLORD and LISTING BROKER agree that the above listed property is to be listed and marketed in compliance with all Federal, State, Municipal and Local fair housing, human rights and civil rights laws concerning discrimination in the sale/rental of properties. LANDLORD and LISTING BROKER agree not to discriminate against any Protected Class in the sale/rent of the Property.

**21. PLEASE INITIAL BELOW**

\_\_\_/\_\_\_ **EXPLANATION:** An "exclusive right to rent" listing means that if you, the LANDLORD of the PROPERTY, find a tenant for your house, or if another broker finds a tenant, you must pay the agreed commission to the present broker. An "exclusive agency" listing means that if you, the LANDLORD of the PROPERTY, find a tenant, you will not have to pay a commission to the broker. However, if another broker finds a buyer, you will owe a commission to both the renting broker and your present broker.

**PARTIES SIGNATURE**

**LANDLORD** \_\_\_\_\_

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

**LANDLORD** \_\_\_\_\_

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

**LISTING BROKER (Auth. Rep)** \_\_\_\_\_

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

**LISTING AGENT** \_\_\_\_\_

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

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





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## New York State Disclosure Form for Landlord and Tenant

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### **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.*

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### **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 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 cannot 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 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 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

# New York State Disclosure Form for Landlord and Tenant

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 \_\_\_\_\_ of \_\_\_\_\_  
(Print Name of Licensee) (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 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: \_\_\_\_\_





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## **New York State Housing and Anti-Discrimination Disclosure Form**

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Federal, State and local Fair Housing and Anti-discrimination 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 and Anti-discrimination 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  
(518) 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 \_\_\_\_\_ (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.

**LANDLORD AUTHORIZATION FORM**

Landlord: \_\_\_\_\_

Rental Address: \_\_\_\_\_

Listing Agent(s): \_\_\_\_\_

ML #: \_\_\_\_\_

- I, the landlord, request that all offers go through the listing agent.

Agree       Disagree      Initial: \_\_\_\_\_

- I, the landlord, request to use "Name Withheld" on the listing instead of my own name.

Agree       Disagree      Initial: \_\_\_\_\_

\_\_\_\_\_  
Signature - Landlord

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature - Agent

\_\_\_\_\_  
Date



**AFFILIATE SERVICES DISCLOSURE / KELLER WILLIAMS NOTICES / and ELECTIONS**  
**FOR BUYERS, SELLERS, LANDLORDS, and TENANTS (CONSUMERS)**

**Disclosure of Ownership and Financial Interest**

This is to give notice that some owners and agents of the following real estate companies have common ownership and financial interests:

Keller Williams NYC - New York, NY

Keller Williams Realty Greater Nassau - Garden City, NY

Keller Williams Points North - Woodbury, NY

Keller Williams Realty Legendary - Franklin Square, NY

Keller Williams Realty Liberty - Ozone Park, NY

Keller Williams Realty Empire - Brooklyn, NY

Keller Williams Realty Gold Coast - Manhasset, NY

Keller Williams Realty Elite - Massapequa, NY

**Disclosure of Business Relationship:**

Further, this is to give notice that some owners and agents of the above-named real estate companies have a business relationship which may have financial or other benefits with certain providers of services related to your sale, purchase, or leasing of real estate. Consumers are **not required** to utilize any of these service providers. The names of the service providers and nature of the relationship are set forth below:

- 1) **1st Equity** - (Title and Closing Service) - 1st Equity National Title and Closing Services was established under the laws of New York and commenced business in 2003. Located in Melville, NY with offices in NJ and PA, they are a national title agency, licensed to do business across the country. Some owners and agents of the above referenced real estate companies and 1st Equity National Title and Closing Services have common ownership and financial interest.
- 2) **Prosper Abstract** - (Title and Closing Service) - Prosper Abstract is a premiere title and closing agency located in Garden City, New York. Some owners and agents of the above referenced real estate companies and Prosper Abstract have common ownership and financial interest.
- 3) **Cliffco Mortgage Bankers** - Cliffco Mortgage Bankers is a fully delegated mortgage banking institution located in Uniondale, New York. Cliffco is fully licensed in New York, New Jersey, Pennsylvania, Connecticut, Florida, and Texas. Some owners and agents of the above referenced real estate companies and Cliffco Mortgage Bankers have common ownership and financial interest.

Consumers (Buyers, Sellers, Landlords, and Tenants) are **NOT** required to use the above-referenced service providers as a condition of settlement of the loan on a subject property, or the purchase, sale, or lease of a subject property. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATES FOR THESE SERVICES** (The above-named real estate companies believe the named service providers' charges would be competitive with charges of other providers of the same services).

Furthermore, any referral or recommendation by agents of the above-named real estate companies for contractors or service providers are as a convenience and suggestion to consumers. The above-named real estate companies, agents, and staff assume no liability for the performance, quality, or warranty for any work performed or service provided. The above-named real estate companies, agents, and staff assume no liability for any improper service, or workmanship, or their lack of insurance coverage for a referred or suggested contractor or service provider. Consumer information such as contact numbers, email addresses, and/or property addresses may be shared with named service providers.

**The above-named real estate companies may request Cashier's Checks or ACH (Automated Clearing House) payment only on all escrows/deposits/rents after a fully executed Contract/Agreement of Sale or Lease.**

Notice to parties to an Agreement of Sale: There may be instances, possibly in multiple offer situations where buyers and sellers may consider having contingencies waived such as appraisal, mortgage, inspections, and verifications which are considered to be for the protection and benefit of the parties to an Agreement of Sale. Buyers and sellers may feel that waiving contingencies may appeal to sellers with the anticipation the seller will accept the buyer's agreement over other offers with contingencies.

This notice is to inform parties to Agreements of Sale that the above-named real estate companies considers this practice **ill-advised and will NOT recommend, encourage, or compel parties to Agreements of Sale to waive any contingencies which may be applicable to the property being sold or the parties involved.** Furthermore, the parties to an Agreement of Sale understand that the decision to waive any contingency is at the sole discretion of the parties and has not been initiated, recommended, influenced, or encouraged in any way by the above-named real estate companies their sales associates, brokers, staff, and/or employees.

**Sellers/Landlords and Buyers/Tenants hereby acknowledge their receipt and understanding of this disclosure.**

_____	_____	_____	_____	_____	_____
Consumer Signature	Date	Consumer Signature	Date	Consumer Signature	Date
		_____	_____		
		Agent Signature	Date		

**Election(s) for Consumer(s)**

Consumer(s) request a representative from one of the above-referenced Mortgage Service Providers contact them for a No Charge, No Obligation rate quote and pre-approval.

Yes  No

Initials: \_\_\_\_\_

**\*\*An important note regarding electronic funds transfers: DO NOT ACCEPT NEW, REVISED, OR ALTERED WIRE INSTRUCTIONS WITHOUT VOICE CALL VERIFICATION TO A KNOWN TELEPHONE NUMBER. Alerts of fraudulent email messages containing fraudulent wire instructions have occurred.**

**CONSUMER WIRE FRAUD ADVISORY**

While conducting business and communicating electronically has become a matter of convenience, and in most cases a reality in nearly all aspects of our lives, it has also provided hackers/criminals new opportunities for their criminal activity. In the course of your real estate transaction, you may receive fraudulent/deceptive wiring instructions via email, fax, text, and/or social media. These communications are becoming regular and likely, while having the appearance of being authentic, are actually counterfeit requests for information directing consumers to input private banking information on a fake website or email. Please note that Keller Williams will not send instructions to wire funds beyond advising you to contact your Title Manager / Closing Attorney.

**WARNING:** When wiring funds, never rely exclusively on any electronic means of communication. Call the Title Agent / Closing Attorney at a number that you obtained on your own (i.e., sales contract, their website, etc.). Do not use a phone number that is obtained from any electronic communication. \*INITIALS: \_\_\_\_\_

**BUYERS:** Keller Williams recommends that if you receive wiring instructions, supposedly from a settlement/title company, lender, attorney, or any other entity, verify the authenticity of the instructions prior to initiating any transfer of funds.

- Contact your Title Manager / Closing Attorney at the phone number you received at the beginning of your transaction. NEVER WIRE FUNDS PRIOR TO CALLING YOUR TITLE MANAGER / CLOSING ATTORNEY TO CONFIRM.
- Do not use any phone numbers provided to you in emailed wire transfer instructions. ONLY USE A KNOWN AND CONFIRMED PHONE NUMBER FOR YOUR TITLE MANAGER / CLOSING ATTORNEY.
- Orally confirm, with your Title Manager / Closing Attorney, that the wire transfer instruction is legitimate and confirm the bank routing number, account numbers, and other codes before transferring the funds.
- Avoid sending any personal information via electronic transmission. Provide such information in person or over the phone directly to the Title Manager / Closing Attorney.
- It is recommended that you take steps to secure your information (i.e., create strong passwords, only use secure Wi-Fi, do not use free services, etc.).

**SELLERS:** Keller Williams recommends that if you send wiring instructions of any kind (i.e., for the receipt of your proceeds) via electronic means, you must call immediately and verify that the correct instructions were received by the Title Manager / Closing Attorney. Also, it is important to confirm with the Title Manager / Closing Attorney that the wire instructions are not to be substituted without verbal consent.

**Additionally:** Keller Williams, Closing Attorneys, or Title Managers may request Cashier's Checks only on escrows/deposits/rents after a fully executed contract/agreement of sale or lease. Your real estate agent can help you find out what is required for deposits and closings.

If you believe that you have received fraudulent wire instructions, immediately notify your bank, the Title Manager / Closing Attorney, and your real estate agent. The sources below, as well as others, can also provide information:

- Federal Bureau of Investigation: <http://www.fbi.gov>
- Internet Crime Complaint Center: <http://www.ic3.gov>
- National White Collar Crime Center: <http://www.nw3c.org>
- On Guard Online: <http://www.onguardonline.gov>

**By signing below, the undersigned acknowledge that each has read, understands, and has received a copy of this Consumer Wire Fraud Advisory.**

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

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

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





# Commercial Property Data Section

## Privacy

Public/Private: \_\_\_\_\_

## Location

Street #: \_\_\_\_\_ Street Dir: \_\_\_\_\_ Street Name: \_\_\_\_\_

St Suffix: \_\_\_\_\_ St Dir Suffix: \_\_\_\_\_ St Type: \_\_\_\_\_

County: \_\_\_\_\_ Town: \_\_\_\_\_ Zone: \_\_\_\_\_

Zip: \_\_\_\_\_

Unit #: \_\_\_\_\_ Sec./Area: \_\_\_\_\_

Cross St: \_\_\_\_\_

District: \_\_\_\_\_ Section: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: \_\_\_\_\_

## Price/Property

### Price:

Price Range Listing?: \_\_\_\_\_ Listing Price: \_\_\_\_\_

### Dates:

Listing Date: \_\_\_\_\_ Exp Date: \_\_\_\_\_ Occupancy Date: \_\_\_\_\_

### Property Description:

Sale or Lease: \_\_\_\_\_

### Lease Only:

Type of Comp to Co-op Broker Lease Term:  Fixed Rate\$  Fixed Rate%  Split Rate%

Compensation Offered on Lease: \_\_\_\_\_

Compensation on Lease Renewal: \_\_\_\_\_

### Sale Only:

#### Type of Sale: *Select only one*

- |                                     |                                     |                                   |                                   |
|-------------------------------------|-------------------------------------|-----------------------------------|-----------------------------------|
| <input type="checkbox"/> Bus+Office | <input type="checkbox"/> Investment | <input type="checkbox"/> Prop+Bus | <input type="checkbox"/> Store    |
| <input type="checkbox"/> Business   | <input type="checkbox"/> Office     | <input type="checkbox"/> Property | <input type="checkbox"/> Storefnt |
| <input type="checkbox"/> Inc Prop   | <input type="checkbox"/> Other      | <input type="checkbox"/> Rental   |                                   |

Type of Comp to Co-op Broker Sale:  Fixed Rate\$  Fixed Rate%  Split Rate%

Compensation Offered on Sale: \_\_\_\_\_

#### Property Type: *Select only one*

- |                                       |                                     |                                       |                                    |
|---------------------------------------|-------------------------------------|---------------------------------------|------------------------------------|
| <input type="checkbox"/> Restaurant   | <input type="checkbox"/> Indus Bldg | <input type="checkbox"/> Office Bldg  | <input type="checkbox"/> Store     |
| <input type="checkbox"/> Apt House    | <input type="checkbox"/> Misc       | <input type="checkbox"/> Other        | <input type="checkbox"/> Warehouse |
| <input type="checkbox"/> Comm/Ind     | <input type="checkbox"/> Mixed Use  | <input type="checkbox"/> Shop Center  |                                    |
| <input type="checkbox"/> Free St Bldg | <input type="checkbox"/> Office     | <input type="checkbox"/> Small Stores |                                    |

**Current Uses:**

- |   |  |                                      |
|---|--|--------------------------------------|
| <input type="checkbox"/> Auto Sales       | <input type="checkbox"/> Light Industrial  | <input type="checkbox"/> Residential |
| <input type="checkbox"/> Business         | <input type="checkbox"/> Mixed             | <input type="checkbox"/> Retail      |
| <input type="checkbox"/> Food Services    | <input type="checkbox"/> Office            | <input type="checkbox"/> Utility     |
| <input type="checkbox"/> Heavy Industrial | <input type="checkbox"/> Other/See Remarks | <input type="checkbox"/> Warehouse   |

# Units: \_\_\_\_\_ Rent Per Square Foot: \_\_\_\_\_

Approx Int Square Footage: \_\_\_\_\_ GLA Total in Bldg: \_\_\_\_\_

Owner Operating Income: \_\_\_\_\_ Net Operating Income: \_\_\_\_\_

Other Income: \_\_\_\_\_ Potential Rent Income: \_\_\_\_\_

Owner Operating Expenses: \_\_\_\_\_

**Business for Sale**

**Business Type:** *Select only one*

- |  |  |  |  |
|--|--|--|--|
| <input type="checkbox"/> Audio           | <input type="checkbox"/> Distributor         | <input type="checkbox"/> Laund/Dry Clean | <input type="checkbox"/> Recreation      |
| <input type="checkbox"/> Auto            | <input type="checkbox"/> Doctor Office       | <input type="checkbox"/> Liquor Store    | <input type="checkbox"/> Restaurant      |
| <input type="checkbox"/> Bar             | <input type="checkbox"/> Drug/Beauty         | <input type="checkbox"/> Maintenance     | <input type="checkbox"/> Retail          |
| <input type="checkbox"/> Beauty/Barber   | <input type="checkbox"/> Fast Food           | <input type="checkbox"/> Manufacture     | <input type="checkbox"/> Retail Food     |
| <input type="checkbox"/> Bed N Breakfast | <input type="checkbox"/> Florist/Nursery Gas | <input type="checkbox"/> Marine Misc     | <input type="checkbox"/> Routes          |
| <input type="checkbox"/> Church          | <input type="checkbox"/> Station             | <input type="checkbox"/> Motel/Hotel     | <input type="checkbox"/> Services        |
| <input type="checkbox"/> Deli            | <input type="checkbox"/> Health Spa/Gym      | <input type="checkbox"/> Other           | <input type="checkbox"/> Stationery      |
| <input type="checkbox"/> Dentist Office  | <input type="checkbox"/> Inn                 | <input type="checkbox"/> Pizza           | <input type="checkbox"/> Video Wholesale |

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

Business Located At: \_\_\_\_\_

Business Age: \_\_\_\_\_ Lease Exp Date: \_\_\_\_\_ Inventory: \_\_\_\_\_

Inventory Included: \_\_\_\_\_ Leasehold Improvements: \_\_\_\_\_

Fixtures & Equipment: \_\_\_\_\_ Gross Profit: \_\_\_\_\_

APOD Attached: \_\_\_\_\_

Type of Comp to Co-op Broker Business:  Fixed Rate\$  Fixed Rate%  Split Rate%

Compensation Offered on Business: \_\_\_\_\_

Business NOI: \_\_\_\_\_ # Dining Seats: \_\_\_\_\_

**Building**

**Building:**

Zoning: \_\_\_\_\_ Office %: \_\_\_\_\_

Vacancy %: \_\_\_\_\_ Amps: \_\_\_\_\_

Lot Sq Footage: \_\_\_\_\_ Frontage Feet: \_\_\_\_\_

RE Included: \_\_\_\_\_ Building Size: \_\_\_\_\_

#Buildings: \_\_\_\_\_ Year Built Exception: \_\_\_\_\_ Year Renovated: \_\_\_\_\_

**Building:** *cont'*

Space Available for Lease: \_\_\_\_\_ Under Steel: \_\_\_\_\_  
Overhead Door#: \_\_\_\_\_ Overhead Door Height: \_\_\_\_\_  
#Docks: \_\_\_\_\_ Parking Spaces: \_\_\_\_\_ Parking Spaces at Building: \_\_\_\_\_  
Tail Board#: \_\_\_\_\_ Approx Year Built: \_\_\_\_\_  
Space on Floor#: \_\_\_\_\_  
Elevator: \_\_\_\_\_ Elevator Type: \_\_\_\_\_ Stories: \_\_\_\_\_  
HVAC Tonnage: \_\_\_\_\_ Electric Phase: \_\_\_\_\_

**Heating Fuel:**

- |                                      |   |  |
|--------------------------------------|---|--|
| <input type="checkbox"/> Coal        | <input type="checkbox"/> None             | <input type="checkbox"/> Other/See Remarks |
| <input type="checkbox"/> Electric    | <input type="checkbox"/> Oil              | <input type="checkbox"/> Propane           |
| <input type="checkbox"/> Kerosene    | <input type="checkbox"/> Oil Above Ground | <input type="checkbox"/> Solar             |
| <input type="checkbox"/> Natural Gas | <input type="checkbox"/> Oil Below Ground | <input type="checkbox"/> Wood              |

**Heating Type:**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Base Board          | <input type="checkbox"/> Gravity Hot Air      | <input type="checkbox"/> Hydro Air     |
| <input type="checkbox"/> Ducts               | <input type="checkbox"/> Heat Pump            | <input type="checkbox"/> Hydronic      |
| <input type="checkbox"/> Electric            | <input type="checkbox"/> Heat Pump Air        | <input type="checkbox"/> None          |
| <input type="checkbox"/> Energy Star Unit(s) | <input type="checkbox"/> Heat Recovery System | <input type="checkbox"/> Other         |
| <input type="checkbox"/> Forced Air          | <input type="checkbox"/> Hot Air              | <input type="checkbox"/> Passive Solar |
| <input type="checkbox"/> Geothermal          | <input type="checkbox"/> Hot Water            |  |

**Sewer:**

- |   |  |
|---|--|
| <input type="checkbox"/> Cesspool           | <input type="checkbox"/> Septic              |
| <input type="checkbox"/> Community          | <input type="checkbox"/> Septic Above Ground |
| <input type="checkbox"/> Municipal          | <input type="checkbox"/> Septic Approved     |
| <input type="checkbox"/> None               | <input type="checkbox"/> Sewer               |
| <input type="checkbox"/> Others/See Remarks | <input type="checkbox"/> Sewer Over 500 Feet |

**View:**

- |   |                                       |
|---|---------------------------------------|
| <input type="checkbox"/> Bridge View    | <input type="checkbox"/> Scenic View  |
| <input type="checkbox"/> City View      | <input type="checkbox"/> Skyline View |
| <input type="checkbox"/> Mountain Views | <input type="checkbox"/> View         |
| <input type="checkbox"/> Open View      |                                       |
| <input type="checkbox"/> Park View      |                                       |

**Waterfront Features:**

- |                                       |   |   |                                       |
|---------------------------------------|---|---|---------------------------------------|
| <input type="checkbox"/> Bay          | <input type="checkbox"/> Dock/Mooring     | <input type="checkbox"/> Lake/Pond/Stream | <input type="checkbox"/> Sound        |
| <input type="checkbox"/> Beach        | <input type="checkbox"/> Harbor           | <input type="checkbox"/> Lakefront        | <input type="checkbox"/> Water Access |
| <input type="checkbox"/> Beach Rights | <input type="checkbox"/> Inlet            | <input type="checkbox"/> Ocean            | <input type="checkbox"/> Water Other  |
| <input type="checkbox"/> Bulkhead     | <input type="checkbox"/> Lake             | <input type="checkbox"/> Pond             | <input type="checkbox"/> Water View   |
| <input type="checkbox"/> Canal        | <input type="checkbox"/> Lake Association | <input type="checkbox"/> River            | <input type="checkbox"/> Waterfront   |
| <input type="checkbox"/> Creek        | <input type="checkbox"/> Lake Views       | <input type="checkbox"/> River Views      |                                       |

**Modifications/Exclusions:**

- |   |   |
|---|---|
| <input type="checkbox"/> M1 Buyer Exclusions        | <input type="checkbox"/> M7 Insufficiency of Funds  |
| <input type="checkbox"/> M2 Agent Exclusions        | <input type="checkbox"/> M7A Litigation Policy      |
| <input type="checkbox"/> M3 IAW                     | <input type="checkbox"/> M7B Litigation Policy      |
| <input type="checkbox"/> M4 Commission Modification | <input type="checkbox"/> M8 Short Sale Notification |
| <input type="checkbox"/> M6 Disclosure of Ownership | <input type="checkbox"/> None                       |

**Green Features:**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Double Pane Windows      | <input type="checkbox"/> Energy Star Washer        | <input type="checkbox"/> Low Flow/Dual Flush Toilet |
| <input type="checkbox"/> Double Paned Windows     | <input type="checkbox"/> Energy Star Water Heater  | <input type="checkbox"/> Programmable Thermostat    |
| <input type="checkbox"/> Energy Star Dishwasher   | <input type="checkbox"/> Energy Star Windows       | <input type="checkbox"/> Solar Panels               |
| <input type="checkbox"/> Energy Star Doors        | <input type="checkbox"/> Geothermal Water Heater   | <input type="checkbox"/> Solar Pool Cover           |
| <input type="checkbox"/> Energy Star Dryer        | <input type="checkbox"/> Gray Water System         | <input type="checkbox"/> Solar Water Heater         |
| <input type="checkbox"/> Energy Star Furnace      | <input type="checkbox"/> Green Certified           | <input type="checkbox"/> Storm Doors                |
| <input type="checkbox"/> Energy Star Refrigerator | <input type="checkbox"/> Insulated Doors           | <input type="checkbox"/> Tankless Water Heater      |
| <input type="checkbox"/> Energy Star Skylight(s)  | <input type="checkbox"/> Insulated Windows         | <input type="checkbox"/> Triple Thermo Windows      |
| <input type="checkbox"/> Energy Star Stove        | <input type="checkbox"/> Low Flow Showers/Fixtures | <input type="checkbox"/> Windmill                   |

**Owner/Broker**

Owner: \_\_\_\_\_

Listing Agent: \_\_\_\_\_ Listing Agent Phone#: \_\_\_\_\_

Co-Listing Agent: \_\_\_\_\_ Co-Listing Agent Phone#: \_\_\_\_\_

**For Lease Only:**

Coop Broker Lease Term Comp: \_\_\_\_\_

Agreement Type: \_\_\_\_\_ Seller Financing: \_\_\_\_\_

Auction Listing: \_\_\_\_\_ Auction Terms Sale Listing: \_\_\_\_\_

Contract Vendee Listing: \_\_\_\_\_

Show Instructions: \_\_\_\_\_

**Remarks/Misc**

Broker Remarks (Info for Realtors):

Directions:

**Public Remarks is for description only. No name, PH#, refer to agent, office, status etc.**

Public Remarks (Info for consumers):

Supersedes: \_\_\_\_\_ Supersedes ML#: \_\_\_\_\_

Do you want to display the address on the internet: \_\_\_\_\_

By signing this Property Data Form, Owner(s) acknowledges that Owner(s) read the form in its entirety and affirms to the best of their knowledge, recollection, or ability that the information contained therein is true and accurate as of the date Owner(s) signs the form. Should Owner(s) acquire knowledge, which changes any of the information contained on this form, Owner(s) must immediately notify Listing Broker of such changes in writing.

By: \_\_\_\_\_ (Owner) \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

**COMMERCIAL LEASE - LETTER OF INTENT**

**RE: Intent to Lease Commercial Property**

**Effective Date:** \_\_\_\_\_

**I. The Lessee:** \_\_\_\_\_

**II. The Lessor:** \_\_\_\_\_

**III. Address of Premises:** \_\_\_\_\_  
Additional Description: \_\_\_\_\_

**IV. Lease Term:** The term of the lease shall be for a period of \_\_\_\_\_, commencing on \_\_\_\_\_ and expiring on \_\_\_\_\_,

**V. Use of Lease Premises:** The Lessee intends to use the Premises for the following purpose(s):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VI. Base Rent:** The base rent of \$\_\_\_\_\_ shall be paid monthly on the \_\_\_\_\_ of each month with the first payment due upon the commencement of the lease (the "base rent").

**VII. Expenses:** In addition to the Base Rent, the Lessee shall be required to pay the following monthly expenses: \_\_\_\_\_ The Lessor shall be required to pay the following monthly expenses: \_\_\_\_\_

**VIII. Security Deposit:** A security deposit in the amount of \$\_\_\_\_\_ shall be due prior to or upon the signing of the lease.

**IX. Lease Renewal:** Lessee has the right to renew the lease for a total of \_\_\_\_\_ renewal period(s) which may be exercised by giving written notice to the Lessor no less than \_\_\_\_\_ days prior to the expiration of the lease.

**X. Rent Increase:** Upon a lease renewal, the Base Rent shall increase by \_\_\_\_\_.

**XI. Subletting:** \_\_\_\_\_.

**XII. Late Rent:** If the Lessee fails to pay the total rent payment for more than \_\_\_\_\_ days after it is due, the following penalty may be charged. A late fee of \_\_\_\_\_.

**XIII. Binding Effect:** This Letter of Intent shall be considered **non-binding**. Therefore, the parties acknowledge that this Letter of Intent is not enforceable by any Party. The terms outlined herein are solely for the purposes of reaching a later agreement in the future, of which, the Lessee and Lessor are not bound.

**XIV. Additional Provisions:** \_\_\_\_\_

**XV. Governing Law:** The Letter of Intent shall be governed by the laws of the State of New York.

**LESSEE:**  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**LESSOR:**  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_



**RENTAL DEAL SHEET - COMMERCIAL**

**BUILDING DETAILS:**

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

Address: \_\_\_\_\_ Apt #: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Interior Square Ft: \_\_\_\_\_ Landlord: \_\_\_\_\_ Lease Start Date: \_\_\_\_\_

Lease End Date: \_\_\_\_\_ Monthly Rent (\$): \_\_\_\_\_ Free Rent (Months): \_\_\_\_\_

Building Type/Description: \_\_\_\_\_

Whom did you work with/for?  TENANT-CUSTOMER  TENANT-CLIENT

LANDLORD-CUSTOMER  LANDLORD-CLIENT

**TENANT(S)**

**TENANT**

**CO-TENANT**

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

Cell: \_\_\_\_\_

Work: \_\_\_\_\_

Email: \_\_\_\_\_

What was the source of the tenant(s)?  KW REFERRAL  PERSONAL REFERRAL  NYTIMES  OTHER

**LISTING BROKER DETAILS**

**RENTING BROKER DETAILS**

Listing Broker Company: \_\_\_\_\_ Renting Broker Company: \_\_\_\_\_

Listing Broker Agent \_\_\_\_\_ Renting Broker Agent: \_\_\_\_\_

Listing Broker Phone: \_\_\_\_\_ Renting Broker Phone: \_\_\_\_\_

Listing Broker Email: \_\_\_\_\_ Renting Broker Email: \_\_\_\_\_

**FEE/COMMISSION DETAILS**

Total Fee Paid (\$): \_\_\_\_\_ Tenant Paid (\$): \_\_\_\_\_ Owner Paid (\$): \_\_\_\_\_

Listing Agent: \_\_\_\_\_ Listing Fee(%): \_\_\_\_\_

Listing Fee (\$): \_\_\_\_\_ Renting Broker Fee (\$): \_\_\_\_\_ (if applicable)

**REMARKS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





**CLOSING BILL**

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

**Property Address:** \_\_\_\_\_

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

Agent Contact Number: \_\_\_\_\_

Agent Email: \_\_\_\_\_

Agent DOS#: \_\_\_\_\_

Office DOS#: **10991213047** \_\_\_\_\_

Selling Price: \$ \_\_\_\_\_

Commission Due: \$ \_\_\_\_\_

Payable To: **Keller Williams Realty Gold Coast**

Approved By:

**Keller Williams Realty Gold Coast**

By: \_\_\_\_\_

Agent (Print)

\_\_\_\_\_

Date

\_\_\_\_\_

(Sign)

\_\_\_\_\_

Date