

kw GOLD COAST
KELLERWILLIAMS REALTY
Open/ "Off Market" Rental Listing

Required:

- NYS Agency Disclosure Form**
*Identify whether you will be working in the best interest of the landlord (without a signed agreement) or the tenant as your client. Either way, both parties must sign a separate disclosure form. One party will receive **OLDCAR** while the other receives fair and honest treatment*
- NYS Housing and Anti Discrimination Disclosure Form** (Both parties must sign a separate form)
- Notice Disclosing Tenants Rights to **Reasonable Accommodations** (Managing Agent Information if Unknown) **OR** Notice Disclosing Tenants' Rights to Reasonable Accommodations (Managing Information if Known)-Both Parties should read this form - **Informational - no signatures needed.**
- Realtor Notice to Seller and Landlord regarding **NYS Smoke Detector Law**
- Rental **Lead Paint** Form if Pre-1978 Construction (Both Parties must sign a single form)
- Lead Paint Brochure: Give to Both Parties
- KWGC Rental **Commission Agreement**
- KWGC Important Notice to Consumer Regarding **Wire Fraud** Advisory Form (Both parties must sign single form)
- KWGC Rental **Deal Sheet**



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 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: _____



New York State Housing and Anti-Discrimination Disclosure Form

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;
- 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) 474-4429
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.

NOTICE DISCLOSING TENANTS' RIGHTS TO REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES

Reasonable Accommodations

The New York State Human Rights Law requires housing providers to make reasonable accommodations or modifications to a building or living space to meet the needs of people with disabilities. For example, if you have a physical, mental, or medical impairment, you can ask your housing provider to make the common areas of your building accessible, or to change certain policies to meet your needs.

To request a reasonable accommodation, you should contact your property manager.

You will need to inform your housing provider that you have a disability or health problem that interferes with your use of housing, and that your request for accommodation may be necessary to provide you equal access and opportunity to use and enjoy your housing or the amenities and services normally offered by your housing provider. A housing provider may request medical information, when necessary to support that there is a covered disability and that the need for the accommodation is disability related.

If you believe that you have been denied a reasonable accommodation for your disability, or that you were denied housing or retaliated against because you requested a reasonable accommodation, you can file a complaint with the New York State Division of Human Rights as described at the end of this notice.

Specifically, if you have a physical, mental, or medical impairment, you can request: Permission to change the interior of your housing unit to make it accessible (however, you are required to pay for these modifications, and in the case of a rental your housing provider may require that you restore the unit to its original condition when you move out); Changes to your housing provider's rules, policies, practices, or services; Changes to common areas of the building so you have an equal opportunity to use the building.

The New York State Human Rights Law requires housing providers to pay for reasonable modifications to common use areas.

Examples of reasonable modifications and accommodations that may be requested under the New York State Human Rights Law include: If you have a mobility impairment, your housing provider may be required to provide you with a ramp or other reasonable means to permit you to enter and exit the building; If your healthcare provider provides documentation that having an animal will assist with your disability, you should be permitted to have the animal in your home despite a "no pet" rule; If you need grab bars in your bathroom, you can request permission to install them at your own expense. If your housing was built for first occupancy after March 13, 1991 and the walls need to be reinforced for grab bars, your housing provider must pay for that to be done; If you have an impairment that requires a parking space close to your unit, you can request your housing provider to provide you with that parking space, or

place you at the top of a waiting list if no adjacent spot is available; If you have a visual impairment and require printed notices in an alternative format such as large print font, or need notices to be made available to you electronically, you can request that accommodation from your landlord.

Required Accessibility Standards

All buildings constructed for use after March 13, 1991, are required to meet the following standards: Public and common areas must be readily accessible to and usable by persons with disabilities; All doors must be sufficiently wide to allow passage by persons in wheelchairs; and All multi-family buildings must contain accessible passageways, fixtures, outlets, thermostats, bathrooms, and kitchens.

If you believe that your building does not meet the required accessibility standards, you can file a complaint with the New York State Division of Human Rights.

How to File a Complaint

A complaint must be filed with the Division within one year of the alleged discriminatory act or in court within three years of the alleged discriminatory act. You can find more information on your rights, and on the procedures for filing a complaint, by going to www.dhr.ny.gov, or by calling 1-888-392-3644. You can obtain a complaint form on the website, or one can be e-mailed or mailed to you. You can also call or e-mail a Division regional office. The regional offices are listed on the website.

+ This Notice provides information about your rights under the New York State Human Rights Law, which applies to persons residing anywhere in New York State. Local laws may provide protections in addition to those described

REALTOR DISCLOSURE TO SELLERS AND LANDLORDS
REGARDING NYS SMOKE DETECTOR LAW

The following is being presented to you as a service as this disclosure is not required to be supplied by Realtors to Sellers or Landlords under any present law.

As of April 1st, 2019, NYS General Obligations Law 399-ccc will be in effect. According to the new law, all sellers and landlords will need to either hard wire smoke detectors onto a property or replace old portable smoke detectors with 10 year non-removable or non-replaceable (sealed) batteries, but ONLY IF THE OLD SMOKE DETECTORS ON THE PREMISES REQUIRE REPLACEMENT!

If the smoke detectors on the premises are new or continue to be in working order, the landlord and/or seller is under no legal requirement to replace them! Replacement of working smoke detectors on any premises is not required unless and until the smoke detector on the premises is not working or needs to be replaced. All new smoke detectors placed on any premises after April 1st, 2019 will have to meet the standards of the new law, but LANDLORDS AND SELLERS ARE UNDER NO LEGAL OBLIGATION TO REPLACE SMOKE DETECTORS UNDER THE MANDATES OF SECTION 399-CCC IF THOSE PREMISES ARE RENTED OR SOLD AFTER THAT DATE IF THE SMOKE DETECTORS ON THE PREMISES ARE IN WORKING ORDER AT THE TIME OF RENTAL AND/OR SALE.

ANY PLACEMENT OF NEW OR REPLACEMENT OF OLD SMOKE DETECTORS AFTER APRIL 1ST, 2019 WILL HAVE TO MEET THE REQUIREMENTS OF THE NEW LAW.

Read and Understood,

Landlord/Seller

Date



**RENTAL - DISCLOSURE FOR PRE-1978 HOUSING RENTAL AND LEASES
DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**



Lessor's Name: _____ Property Address: _____

City/State/Zip/Phone: _____

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

_____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (*explain*):

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and Reports available to the lessor (*check one below*):

Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (*list documents below*):

Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

_____ (c) Lessee has received copies of all information listed above.

_____ (d) Lessee has received the pamphlet *Protect Your Family From Lead in Your Home*.

Agent's Acknowledgment (initial)

_____ (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor: _____ Date: _____ Lessor: _____ Date: _____

Lessee: _____ Date: _____ Lessee: _____ Date: _____

Agent: _____ Date: _____ Agent: _____ Date: _____

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: _____



COMMISSION AGREEMENT: TENANT CLIENT

It is agreed that if during the period of _____ to _____
Keller Williams Realty Gold Coast agent rents any or all of the properties listed below
(and on the addendum to this form): _____

the tenant will pay a commission of _____% of one year's rent of the property or
_____ if rented by Keller Williams Realty Gold
Coast.

Said commission is deemed earned at the time the tenant client enters into a written
or oral lease agreement of any property during the time of this agreement, or, if
shown to client during the term of this agreement, if the client rents the property
within _____ days after the termination of this agreement.

The commission is due only if, as and when the lease is fully executed for the
individual property. Said commission shall be payable **ONLY** by certified check, bank
check or attorney's check upon closing of title. Personal checks will **NOT** be accepted
as payment.

The tenant will notify the broker of the time and place of the lease signing forty-eight
(48) hours prior to said signing.

Approved by: **Keller Williams Realty Gold Coast**

Agent: _____ Date: _____

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Broker: _____ Date: _____

ADDENDUM TO COMMISSION AGREEMENT:
TENANT-CLIENT

Tenant Name: _____

Phone #: _____ Email: _____

Date of Showing	Property Address	Agency Representation	Tenant Initials

Tenant Signature: _____ Date: _____

Agent Signature: _____ Date: _____

COMMISSION AGREEMENT: TENANT CUSTOMER

It is agreed that if during the period of _____ to _____
Keller Williams Realty Gold Coast agent rents any or all of the properties listed below
(and on the addendum to this form): _____

the tenant will pay a commission of _____% of one year's rent of the property or
_____ if rented by Keller Williams Realty Gold
Coast.

Said commission is deemed earned at the time the tenant client enters into a written
or oral lease agreement of any property during the time of this agreement, or, if
shown to client during the term of this agreement, if the client rents the property
within _____ days after the termination of this agreement.

The commission is due only if, as and when the lease is fully executed for the
individual property. Said commission shall be payable **ONLY** by certified check, bank
check or attorney's check upon closing of title. Personal checks will **NOT** be accepted
as payment.

The tenant will notify the broker of the time and place of the lease signing forty-eight
(48) hours prior to said signing.

Approved by: **Keller Williams Realty Gold Coast**

Agent: _____ Date: _____

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Broker: _____ Date: _____



ADDENDUM TO COMMISSION AGREEMENT:
TENANT-CUSTOMER

Tenant Name: _____

Phone #: _____ Email: _____

Date of Showing	Property Address	Agency Representation	Tenant Initials

Tenant Signature: _____ Date: _____

Agent Signature: _____ Date: _____

RENTAL DEAL SHEET

APARTMENT DETAILS:

Date: _____

Address: _____ Apt #: _____ Zip Code: _____

Size/Bedrooms: _____ Landlord: _____ Lease Start Date: _____

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

Building Type: RENTAL CO-OP CONDO TOWNHOUSE PRIVATE HOME

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

LANDLORD-CUSTOMER LANDLORD-CLIENT

TENANT(S)	TENANT	CO-TENANT
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Full Name:	_____	_____
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Cell:	_____	_____
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Work:	_____	_____
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Email:	_____	_____
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What was the source of the tenant(s)? KW REFERRAL PERSONAL REFERRAL NYTIMES OTHER

LISTING BROKER DETAILS	RENTING BROKER DETAILS
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Listing Broker Company: _____	Renting Broker Company: _____
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Listing Broker Agent _____	Renting Broker Agent: _____
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Listing Broker Phone: _____	Renting Broker Phone: _____
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Listing Broker Email: _____	Renting Broker Email: _____
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FEE/COMMISSION DETAILS

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

Listing Agent: _____ Listing Fee(%): _____

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

KWGC AGENT(S)	AGENT 1	AGENT 2
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Agent(s) Name:	_____	_____
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Gross (\$): _____

Deal Split (%):	_____	_____
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Agent Split (%):	_____	_____
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