

Tenant Client Documents

Required:

- NYS **Agency** Disclosure Form - **Tenant**
- NYS **Housing and Anti-Discrimination** Disclosure Form
- One Key MLS - Exclusive **Right to Represent** Tenant/Broker Agreement Form
- Notice Disclosing Tenants' Rights to **Reasonable Accommodations** (Managing Agent Information if Unknown) OR Notice Disclosing Tenants' Rights to Reasonable Accommodations (Managing Agent Information if Known) - **Informational - no signatures needed.**
- KWGC Important Notice to Consumer Regarding **Wire Fraud** Advisory Form
- KWGC **Affiliate Services Advisory** to Agreement of Sale or Lease
- Rental **Lead Paint** Disclosure Form for Pre-1978 Construction
- Lead Paint Brochure: Give to Client
- KWGC Rental **Commission Agreement**
- KWGC Rental **Deal Sheet**
- KWGC **Offer to Lease/Rent** form
- OneKey MLS **Offer Acknowledgement** Form
- Sworn Declaration - if appropriate



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.

EXCLUSIVE RIGHT TO REPRESENT AGREEMENT

Buyer _____ [hereinafter called "Client"], residing at _____ hereby retains _____ [hereinafter called "Broker"] represented by _____ ["Salesperson/Associate Broker"] to assist Client in locating and/or negotiating for the purchase, lease, exchange, option, and/or acquisition of property, a general description of which is provided below. The terms and conditions of this Agreement are as follows:

1. AGREEMENT PERIOD

This Agreement begins on _____, 20_____, and ends at midnight on _____, 20_____ or upon the closing of a property purchased in accordance with this Agreement.

2. BROKER'S OBLIGATIONS

Broker agrees to:

[a] Use reasonable efforts in locating a property on price and terms reasonably acceptable to Client and provide any and all information actually known by the Broker relating to the property to the Client;

[b] Use professional knowledge and skills to determine property fair market value based upon similarly-situated properties that are active or have been sold/pending/rented and negotiate for Client's purchase of the property;

[c] Assist Client throughout the transaction and act in Client's best interests at all times;

[d] Present purchase offers to the seller or to seller's agent if a written authorization granting exclusive authority exists or present lease offers to landlord or landlord's agent if a written authorization granting exclusive authority exists.

Client understands the range of value given by the Broker is not based on exact scientific principles and is only the opinion of the Broker based upon research, knowledge of market conditions and Broker shall only be liable to the Client for damages if the opinion was arrived at as a result of the Broker's gross negligence or bad faith.

3. CLIENT'S OBLIGATIONS

During the term of this Agreement, Client agrees:

[a] To provide to Broker upon request:

[i] the general nature, location, requirements and preferred terms and conditions, which Client is seeking in connection with the acquisition of desired property; and

[ii] relevant personal and financial information to assure Client's ability to obtain financing, and Client will notify Broker promptly of any changes to such information that occurs during the term of this Agreement;

[iii] Client agrees to work exclusively with Broker and not with other real estate brokers, Salespersons/Associate Broker, or owner/landlord/seller, with respect to viewing properties and agrees to refer to Broker all inquiries in any form from any other real estate broker, Salesperson/Associate Broker, prospective owner/landlord/seller or any other source; and

[iv] conduct in good faith all negotiations for property, exclusively through Broker.

[b] To compensate Broker if Client or any other person acting on Client's behalf buys, exchanges for, obtains an option on, or leases real property. The compensation shall be \$ _____ or _____ % of the purchase price of the property or _____ % of the aggregate rental of the lease and all options as exercised or \$ _____, which sum shall be deemed earned at the time the Client enters into a contract of sale for purchase or a written or oral lease agreement for any rental of any property during the time of this Agreement. The commission shall be collected at the time the sale closes or the rental commences unless the Client willfully defaults, in which case the commission is due immediately upon such default. Should a Client who leases a property found by Broker later purchases said property, Client agrees to pay an additional commission to Broker of \$ _____ or _____ % of the purchase price at the time of closing.

[c] If the property is listed with a real estate company or licensee, Broker will accept a fee equal to the fee being offered to cooperating agents, but in no event less than the amount set forth above. If such fee, or any portion thereof, is paid by the seller/lessor or the seller's/lessor's agent as a convenience of the transaction, in consideration of Client being credited by Broker for the amount so paid, Client agrees to permit Broker to accept compensation from more than one party. Client expressly acknowledges that Client shall remain liable to Broker for any remainder due to the Broker under the terms of this Agreement.

[d] Client acknowledges that if within _____ months of the termination of this Agreement, with or without the services of a licensed agent, Client buys, exchanges for, obtains an option on, or leases real property shown to Client by Broker during the term of this Agreement, compensation as set forth in this Agreement shall be applicable and Client shall pay such fee to Broker, provided however, that if during such protection period a valid exclusive buyer agency agreement is entered into with another real estate broker, any payments made thereunder for said transaction may be credited against the sums otherwise due and owing pursuant to this Agreement.

4. ADVICE ON TECHNICAL MATTERS

Broker shall only have such duties which are set forth in this Agreement. If the Client wishes the Broker to perform any other services, the Client shall enter into a separate Agreement for said additional services and the Client shall have no right against the Broker to demand any such additional services absent a signed writing enumerating the additional services to which the Client states the Broker has agreed. The Broker will not counsel Client on legal matters, home inspections, public health, surveying, tax, financial or other technical matters which are outside of the scope of the Broker's expertise. Broker has recommended to Client that Client seek the advice and counsel of qualified experts in connection with the physical condition of the property, its state of repair, water, termite, radon, lead and similar tests and as to legal matters with respect to the property. Client hereby acknowledges that it is Client's sole responsibility for obtaining such services and for retaining any experts which Client chooses to obtain.

5. FAIR HOUSING

Broker is committed to compliance with all laws as well as the philosophy of fair housing for all people. Broker will present properties to Client in full compliance with local, State and Federal Fair Housing laws against discrimination involving any and all classes protected by said laws.

6. OTHER POTENTIAL BUYERS

The Client is put on notice that, in dealing with the Broker, the Client may be dealing with one particular agent of said Broker. The Client understands the Broker may have other agents in addition to the agent with whom the Client is dealing. The Client is hereby made aware and agrees that the Broker, either through an agent other than the agent with whom the Client is working or through the agent with whom the client is working, has the right to present offers to the owner of a property made by other buyers or tenants in competition with the offer or offers being made by the Client. The Client consents to Broker's representation of such other potential buyers or tenants before, during, and after the expiration of this Agreement. Client understands and agrees in such a case that there is no obligation created by this Agreement which requires such agent to reveal to the Client the amount, terms, or conditions of any competing offer. No obligation is created in this Agreement for the agent who is working with the Client for the agent to ascertain whether or not other agents working with other buyers or tenants are negotiating on a property

upon which the Client is negotiating. In the event the Client's agent acquires actual knowledge of such a competing offer, the Broker's sole obligation shall be to continue to advise the Client of the Broker's estimate of the fair market value of the property, to submit to the owner or the owner's agent all offers made by the Client, and to report to the Client all information which the owner or owner's agent authorized the Broker to disclose to the Client. To the extent that any law or regulation contravenes this section of the Agreement, the Client hereby waives the same and agrees to the terms and conditions set forth above.

7. COMMISSION PAYMENT

[a] Escrow. If, for any reason, Broker is not paid the compensation set forth herein on the due date, Client shall establish an escrow account with a party mutually agreeable to Broker and Client 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 Client 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's fees, costs and related expenses, such as expert witness fees and fees paid to investigators. In the event Broker hires an attorney to enforce the collection of any brokerage commission due hereunder and is successful in collecting all or any portion thereof with or without commencing a legal action or proceeding, Client agrees to pay the reasonable attorney's fees, costs and related expenses incurred by Broker.

8. HOME EQUITY THEFT PREVENTION ACT

Client acknowledges that Client is aware of the Home Equity Theft Prevention Act and particularly, the provisions of Section 265 of the Real Property Law of the State of New York. In order to ensure compliance with same, Client warrants and represents to Agent that:

Client is: _____Purchasing the property for Client's use as a principal residence and not as an investor.
_____Purchasing the premises for investment purposes and may be deemed to be an Equity Purchaser under Section 265 of the Real Property Law.

In the event that the above circumstances change after the execution of this agreement, Client hereby covenants and agrees that Client will communicate with Agent regarding any change in Client's status as a purchaser.

9. ADDITIONAL TERMS

- [a] Upon request by Broker, Client agrees to provide a signature acknowledgement to a listing of properties shown to Client by Broker during the term of this Agreement.
- [b] This document and any Addendum hereto, contains the entire agreement of the parties and supersedes all prior agreements or representations which are not expressly set forth herein between these parties.
- [c] This Agreement may be modified only in writing signed and dated by both parties. Client acknowledges that Client has not relied on any statements of Broker which are not herein expressed.
- [d] The parties acknowledge that and agree that the Long Island Board of Realtors® the Hudson Gateway Association of Realtors®, or OneKey® MLS are not parties to this Agreement and the Broker is not an agent of any of these organizations and has no authority to make any representation, agreement, commitment with respect to these organizations.
- [e] All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed duly given if delivered by first class, certified or registered mail, by fax, e-mail or other verifiable electronic means. Notices given in any of the above manners by the party's attorney shall be deemed notice given by the party represented by said attorney.
- [f] This Agreement may be executed in counterparts with the same force and effect as if all the signatures were on one document.

10. DISPUTES

Any claims, disputes, or other matters in question between the parties arising out of or relating to this Agreement shall be settled in a New York Court of competent jurisdiction in the county wherein the subject property lies or the Broker's office is maintained.

11. PROPERTY

TYPE OF PROPERTY: [] Residential [] Residential Income [] Commercial [] Industrial
[] Vacant Land [] Condominium [] Coop [] Other

GEOGRAPHIC LOCATION OF PROPERTY (COUNTY, TOWN, ETC.): _____

GENERAL NATURE OF PROPERTY: _____

PRICE RANGE: _____

PREFERRED TERMS: _____

POSSESSION: _____

OTHER REQUIREMENTS: _____

The undersigned Client acknowledges that [he] [she] has thoroughly read and approved each of the provisions contained herein and acknowledges receipt of a copy hereof.

_____, [Client] Date: _____, 20__

_____, [Client] Date: _____, 20__

_____, [represented by] Date: _____, 20__

_____, [Broker] Date: _____, 20__

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

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: _____



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: _____



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: _____

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
-----------	--------	-----------

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: _____
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Listing Broker Phone: _____	Renting Broker Phone: _____
-----------------------------	-----------------------------

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
---------------	---------	---------

Agent(s) Name:	_____	_____
----------------	-------	-------

Gross (\$): _____

Deal Split (%):	_____	_____
-----------------	-------	-------

Agent Split (%):	_____	_____
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OFFER TO LEASE/RENT

Date: _____

Tenant(s): _____ Landlord(s): _____

Agency Representation: _____

The undersigned tenant offers to lease the real property owned by the landlord located at:

The following terms and conditions are:

- 1) Rental Price \$_____.
- 2) Security Deposit \$_____.
- 3) Pet Deposit \$_____ (if applicable)
- ** TOTAL DEPOSITS:** \$_____.
- 4) Rental Commission - Listing Broker \$_____.
- 5) Rental Commission - Renting Broker \$_____.

**** = May NEVER exceed 1 month's rent****

Remarks:

Offer Acknowledgement Attached: YES NO

Agent: _____ Contact Number: _____

Agent Name: _____ Cooperating Office: _____

Agent Email Address: _____

Office Phone: _____ Office Fax: _____

The following offer is being made on the property located at:

A

Address: _____ ML#: _____

Listing Office: _____ Phone: _____ Fax: _____

Form Received by: _____

Signature

Print Name

Date

1. Purchase Price \$ _____
2. Good Faith Deposit \$ _____
3. Down Payment \$ _____
4. Subject to a Mortgage \$ _____
5. Cash on Closing \$ _____



Additional Terms & Conditions: _____

B

In signing this form, sellers are not accepting or rejecting this offer.

I / We _____ Homeowner (s) acknowledge that
Print Seller's Name

Listing / Broker Agent _____ has presented the above offer on our property.
Print Listing Broker / Agent Name

Acknowledgement of Offer by Seller(s) _____
Seller's Signature Date

Sworn Declaration of Offer Presentation

**DECLARATION BY REALTOR REQUIRED BY SECTION
406.4 OF THE RULES OF ONEKEY® MLS**

STATE OF NEW YORK)

ss.:

COUNTY OF _____)

_____, affirming under the penalty of Name
perjury deposes and says:

1. I am a Licensed Broker/Salesperson affiliated with Listing Office _____
Listing Office

and I make this statement in compliance with Section 406.4 of the Rules of OneKey® MLS.

2. On _____, 20____, I presented to _____ the offer to
Date Seller

purchase property located at _____,
Address of property

from _____ as required under Section Cooperating Office
406.4 of the Rules of OneKey® MLS.

3. Although I indicated to the Seller that Multiple Listing Rules require that I obtain a seller's signature acknowledging said presentation of offer, the Seller has refused or was unable to sign same when presented.

4. Signing this form is not to be considered or interpreted as either an acceptance or rejection of the offer by the seller.

Licensed Broker/Salesperson

**SWORN DECLARATION BY REAL ESTATE LICENSEE
REQUIRED BY SECTION 443(3) (F) OF THE REAL PROPERTY LAW**

STATE OF NEW YORK)
) SS.:
COUNTY OF)

_____ (name), affirming under the penalty of perjury, deposes and says:

1.) I am a principal broker / associate broker / licensed salesperson affiliated with _____ (name of agency). I make this statement in compliance with Section 443(3) (F) of the New York State Real Property Law.

2.) On _____, 20____, I presented to _____ (name of buyer or seller) the disclosure required under Section 443 of the Real Property Law. The actual disclosure form presented is attached to this statement.

3.) Although I indicated to the buyer / seller that New York State Law required that I request that he / she sign the disclosure, he / she refused to sign the disclosure form when presented.

(Name)

**SWORN DECLARATION BY REAL ESTATE LICENSEE
REQUIRED BY TITLE 19 NYCRR SECTION 175.28
IN THE EVENT CONSUMER DECLINES TO SIGN NEW YORK STATE
HOUSING ANTI-DISCRIMINATION DISCLOSURE FORM**

STATE OF NEW YORK)

) SS.:

COUNTY OF)

_____ (name) affirming under the penalty of perjury, deposes

and says:

- 1) I am a real estate broker / associate real estate broker / real estate salesperson affiliated with _____ (name of brokerage). I make this statement in compliance with Title 19 NYCRR Section 175.28.
- 2) On _____, 20____, I presented to _____ (name of prospective buyer(s)/tenant(s)/seller(s)/landlord(s)) the New York State Housing and Anti-Discrimination Disclosure Form required under Title 19 NYCRR Section 175.28. The actual form presented is attached to this statement.
- 3) Although I indicated to the prospective buyer(s)/tenant(s)/seller(s)/landlord(s) that New York State Law required that I request that prospective buyer(s)/tenant(s)/seller(s)/landlord(s) sign the New York State Housing and Anti-Discrimination Disclosure Form, prospective buyer(s)/tenant(s)/seller(s)/landlord(s) refused to sign the New York State Housing and Anti-Discrimination Disclosure Form when presented.

Signature of Licensee

Date