



RENTAL BROKERAGE APPLICATION

2406 Boston Post Road, Larchmont, NY 10538

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harborviewrealestate.com

Fill out **WHITE COPY ONLY**-
front and back

APPLICANT INFORMATION

Date: _____ Agent: _____

Applicant Name(s): _____

Address: _____ City: _____

State: _____ Zip: _____

Home #: _____ Cell #: _____

E-Mail for notification: _____

Tenant History

Present Landlord: _____ Phone: _____ Years at present address: _____

Reason for Move: _____ Present Lease Expiration Date: _____

Are you ready to move? _____ or just looking? _____ Has applicant(s) ever been party to a landlord/tenant legal dispute? _____

Employment Information

Employer: _____ Address: _____

Position: _____ Annual Salary: \$ _____ How long employed: _____

Work Phone _____ Other source of income: _____ \$ _____

Credit Information

Credit Cards: _____ YES _____ NO Bank Name: _____ How would you rate your credit? _____

Is any occupant a smoker? _____ YES _____ NO What was your last credit score _____

CO-APPLICANT INFORMATION OR GUARANTOR

Co-Applicant Name(s): _____

Address: _____ City: _____

State: _____ Zip: _____

Home #: _____ Cell #: _____

E-Mail for notification: _____

Tenant History

Present Landlord: _____ Phone: _____ Years at present address: _____

Reason for Move: _____ Present Lease Expiration Date: _____

Employment Information

Employer: _____ Address: _____

Position: _____ Annual Salary: \$ _____ How long employed: _____

Work Phone _____ Other source of income: _____ \$ _____

Credit Information

Credit Cards: _____ YES _____ NO Bank Name: _____ How would you rate your credit? _____ Last Credit Score: _____

OCCUPANCY DETAILS

Size Desired? Studio 1 Bdrm 2 Bdrm 3 Bdrm Rent Range \$ _____ to \$ _____ Preferred move in date: _____

Towns Preferred: _____

of People to Occupy: _____ # Adults: _____ # Kids: _____ Age(s): _____

Pets: _____ NO _____ YES Type: _____ Breed: _____ Pet Age: _____

RENTAL BROKERAGE AGREEMENT

It is hereby agreed that if the undersigned Tenant(s) rent or obtain an apartment that an agent or designee of HarborView Properties has introduced to them, whether directly or indirectly, that they will pay the Broker a fee equal to (12%) twelve percent of the annual rent, which is payable at lease signing. Additionally, the Tenant(s) agree that any representations made regarding the physical condition, improvements, upgrades, repairs, parking, utility costs or any other conditions of renting the Property, are strictly between the Landlord and the Tenant(s) and that the Broker makes no warranty and shall not be held liable for any such representations. The Tenant(s) should carefully review their lease and riders and rely on their own due diligence. Furthermore, the Tenant(s) agree that the Broker may receive additional compensation or bonus from the Landlord or other third party for procuring the Tenant(s) in this lease transaction. In the event of any breach of this agreement the undersigned will be liable for any and all legal costs to HarborView Properties in the enforcement of this agreement, including but not limited to legal fees, interest on any money owed and related court costs.

TENANT-SIGN HERE ➤ _____

Co-Tenant-SIGN HERE _____

NOTES: _____

All broker's fees are payable by money order, certified check or cash. No personal checks are accepted under any circumstances.

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 transactions 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 Relationship

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 limitations, 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 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 Agent

A broker's agent is an agent that cooperates or is engaged by a listing agent or a tenant's agent (but does not work for the same firm as the listing agent or tenant's agent) to assist the listing agent or tenant's agent in locating a property to rent or lease for the listing agent's landlord or the tenant agent's tenant. The broker's agent does not have a direct relationship with the tenant or landlord and the tenant or landlord can not provide instructions or direction directly to the broker's agent. The tenant and the landlord therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or tenant's agent do provide direction and instruction to the broker's agent and therefore the listing agent or tenant's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the tenant and the landlord if both the tenant and landlord give their 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 tenant's agent representing the interests of the advocating on behalf of the tenant and the designated sales agent for the landlord will function as the landlord's agent representing the interests of and advocating on behalf of the landlord in the negotiations between the tenant and the landlord. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A landlord or tenant should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A landlord or tenant may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by _____ (print name of license) of **HARBORVIEW PROPERTIES**

(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 agent or dual agency with designated sales agents complete section below:

(_____) Advance informed consent dual agency

(_____) Advance informed consent dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the tenant; and _____ is appointed to represent the seller in this transaction.

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

signature of { } Landlord(s) and/or { ☒ } Tenant(s):

SIGN HERE ➤ _____

SIGN HERE ➤ _____

Date: _____

Date: _____