

# APPLICATION FOR APARTMENT

Agent Name \_\_\_\_\_ Building \_\_\_\_\_ Apt.# \_\_\_\_\_

Rent \$ \_\_\_\_\_ Security \$ \_\_\_\_\_

Lease Start Date \_\_\_\_\_ Lease Term \_\_\_\_\_

## Applicant Information

## APPLICANT

## GUARANTOR

Name \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

E-Mail Address \_\_\_\_\_ Home Telephone \_\_\_\_\_

Business Telephone \_\_\_\_\_ Cellular Telephone \_\_\_\_\_

Number of occupants \_\_\_\_\_ Names \_\_\_\_\_

## Residency

Present Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Landlord's Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Landlord's Name \_\_\_\_\_ Landlord's Telephone Number \_\_\_\_\_

How long have you been at this address? \_\_\_\_\_ Monthly Rent \$ \_\_\_\_\_

Previous Address (If current is less than 2 years) \_\_\_\_\_

Landlord's Name \_\_\_\_\_ Landlord's Address \_\_\_\_\_

Landlord's Telephone \_\_\_\_\_ How long have you been at this address? \_\_\_\_\_

Have you ever failed to pay rent when due? Yes No. If yes, Please explain \_\_\_\_\_

Have you ever been evicted? Yes No. If yes, Please explain \_\_\_\_\_

**Employment**      Employed      Self-Employed      Retired      Student      Unemployed

Company Name \_\_\_\_\_ Job Description \_\_\_\_\_

Company Address \_\_\_\_\_

Supervisor's Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

Annual Salary \_\_\_\_\_ Length of Employment \_\_\_\_\_

Additional Income (Source) \_\_\_\_\_ Annual Compensation \_\_\_\_\_

## Financial

Name of Bank \_\_\_\_\_ Branch Location \_\_\_\_\_

Contact \_\_\_\_\_ Account Type      Savings      Checking

## Pets?

Do you have pets that will live with you? Yes No. If yes, How many and what size \_\_\_\_\_

## Business References

Accountant Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

Attorney Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

## IN CASE OF EMERGENCY, PLEASE NOTIFY

Name \_\_\_\_\_ Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Relationship to You \_\_\_\_\_

## Authorization to Release Information

This is not a lease or a rental agreement. The purpose of this form is to give Landlord contact, employment and emergency contact information. I hereby authorize this Management company and/or their assigned credit bureau to obtain any and all information regarding my employment, checking and/or savings accounts, credit obligation, rental information and all other credit matters that they may require in connection to lease an apartment. This consent is effective for a period of six months from the date of this consent. This form may be reproduced or photocopied and that shall be as effective as the original which I have signed, digitally signed or typed. I warrant and represent that I am 18 years of age or older. (By signing, digitally signed or typing your name below, you are providing your signature to verify that the information is correct): I acknowledge that the manager and the agents and employees thereof represent the interests of the landlord, but they also have a duty to treat all parties fairly and in accordance with fair housing laws. Your information, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without your consent, other than for the express purpose of applying for the property stated on this application. This does not include trusted third parties who work for management who assist us processing the application(s), conducting our business, or servicing you, so long as those parties agree to keep this information confidential.

Print or typed: \_\_\_\_\_ Date: \_\_\_\_\_

Signed or Digitally Signed \_\_\_\_\_

# 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 tenant's ability and/or willingness to perform a contract to rent or lease landlord's property that are not inconsistent with the agent's fiduciary duties to the buyer.

#### 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 ad-

vance 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 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 \_\_\_\_\_ (print name of licensee) of \_\_\_\_\_ (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 agents

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: \_\_\_\_\_