

**DAVIDWEST PROPERTIES**

**APARTMENT RENTAL APPLICATION**

Date \_\_\_\_\_

Rental Address: \_\_\_\_\_ Apt#: \_\_\_\_\_ Monthly Rent: \_\_\_\_\_ Lease Terms: \_\_\_\_\_

*Persons to Occupy Apartment and Names:* \_\_\_\_\_

Pets: yes \_\_\_\_\_ no \_\_\_\_\_ Type of Pets: \_\_\_\_\_ Size: \_\_\_\_\_

**APPLICANT:**

SSN: \_\_\_\_\_ Email Address: \_\_\_\_\_

Current Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Monthly Rent/ Mortgage: \_\_\_\_\_ Length of Time: \_\_\_\_\_

Current Landlord: \_\_\_\_\_ Address: \_\_\_\_\_

Account #: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ Eve: (\_\_\_\_) \_\_\_\_\_

**EMPLOYMENT**

Employer: \_\_\_\_\_ Address: \_\_\_\_\_

Business Phone #: (\_\_\_\_) \_\_\_\_\_ Supervisor: \_\_\_\_\_ Salary: \_\_\_\_\_

Position: \_\_\_\_\_ Date of Hire: \_\_\_\_\_ Date Last Worked: \_\_\_\_\_

**REQUIRED DOCUMENTS:**

- a. Copy of last month's statement for Savings and Checking Account – per tenant*
- b. Credit Score Report; including the FICO score page – per tenant*
- c. Current driver license or valid official photo ID – per tenant*
- d. Copy of last two pay stubs – per tenant*
- e. Copy of Federal Tax Return reflecting wages – per tenant*

**REFERENCE**

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Name	Phone #	Relationship to Tenant
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Name	Phone #	Relationship to Tenant
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**PLEASE READ ALL TERMS AND SIGN BELOW**

I hereby authorize DavidWest Properties, INC. to obtain information it deems desirable in the processing of my application, credit reports (\$20 processing fee payable to DavidWest Properties) and/or criminal report (\$20 processing fee payable to DavidWest Properties), rental history, employment salary details, and any other relevant information, and release to DavidWest Properties.

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Date**

**FOR DEPOSITS ONLY:**

Received this day \_\_\_\_\_ \$ \_\_\_\_\_ from \_\_\_\_\_ for deposit on the above apartment. I understand and agree that this deposit is accepted subject to landlord/management approval. The deposit will be returned if application is denied or landlord requires another mode of payment (i.e. certified check).

\_\_\_\_\_ (APPLICANT INITIAL)



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

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Federal, State and local Fair Housing 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 Laws.

### **Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:**

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by “steering” which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by “blockbusting” which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

### **YOU HAVE THE RIGHT TO FILE A COMPLAINT**

**If you believe you have been the victim of housing discrimination** you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: [www.dhr.ny.gov](http://www.dhr.ny.gov);
- Stop by a DHR office in person, or contact one of the Division’s offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State’s website [https://www.dos.ny.gov/licensing/complaint\\_links.html](https://www.dos.ny.gov/licensing/complaint_links.html)
- Stop by a Department’s office in person, or contact one of the Department’s offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.



# Division of Licensing Services

New York State  
Department of State, Division of Licensing Services  
(518) 474-4429  
[www.dos.ny.gov](http://www.dos.ny.gov)

New York State  
Division of Consumer Rights  
(888) 392-3644

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

For more information on Fair Housing Act rights and responsibilities please visit <https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by \_\_\_\_\_ (print name of Real Estate Salesperson/  
Broker) of DavidWest Properties (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.



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## New York State Disclosure Form for Landlord and Tenant

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### **THIS IS NOT A CONTRACT**

*New York State law requires real estate licensees who are acting as agents of landlords and tenants of real property to advise the potential landlords and tenants with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.*

*Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.*

*If you need legal, tax or other advice, consult with a professional in that field.*

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### **Disclosure Regarding Real Estate Agency Relationships**

#### **Landlord's Agent**

A landlord's agent is an agent who is engaged by a landlord to represent the landlord's interest. The landlord's agent does this by securing a tenant for the landlord's apartment or house at a rent and on terms acceptable to the landlord. A landlord's agent has, without limitation, the following fiduciary duties to the landlord: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A landlord's agent does not represent the interests of the tenant. The obligations of a landlord's agent are also subject to any specific provisions set forth in an agreement between the agent and the landlord. In dealings with the tenant, a landlord's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

#### **Tenant's Agent**

A tenant's agent is an agent who is engaged by a tenant to represent the tenant's interest. The tenant's agent does this by negotiating the rental or lease of an apartment or house at a rent and on terms acceptable to the tenant. A tenant's agent has, without limitation, the following fiduciary duties to the tenant: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A tenant's agent does not represent the interest of the landlord. The obligations of a tenant's agent are also subject to any specific provisions set forth in an agreement between the agent and the tenant. In dealings with the landlord, a tenant's agent should (a) exercise reasonable

skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the tenant's ability and/or willingness to perform a contract to rent or lease landlord's property that are not consistent with the agent's fiduciary duties to the tenant.

#### **Broker's Agents**

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

#### **Dual Agent**

A real estate broker may represent both the tenant and the landlord if both the tenant and landlord give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the landlord and the tenant. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the tenant and landlord. An agent acting as a dual agent must explain carefully to both the landlord and tenant that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the landlord and tenant are giving up their right to undivided loyalty. A landlord and tenant should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A landlord or tenant may provide advance informed consent to dual agency by indicating the same on this form.

#### **Dual Agent with Designated Sales Agents**

If the tenant and the landlord provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the tenant and another sales agent to represent the landlord. A sales agent works under the supervision of the real estate broker. With the informed consent in writing of the tenant and the landlord, the designated sales agent for the tenant will function as the

# New York State Disclosure Form for Landlord and Tenant

tenant's agent representing the interests of and advocating on behalf of the tenant and the designated sales agent for the landlord will function as the landlord's agent representing the interests of and advocating on behalf of the landlord in the negotiations between the tenant and the landlord. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. The designated sales agent must explain that like the dual agent under

whose supervision they function, they cannot provide undivided loyalty. A landlord or tenant should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A landlord or tenant may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by \_\_\_\_\_ of DavidWest Properties  
(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)

Landlord's Agent

Broker's Agent

Tenant as a (check relationship below)

Tenant'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: \_\_\_\_\_

# DAVIDWEST PROPERTIES

## FEE AGREEMENT

Client: \_\_\_\_\_ Address: \_\_\_\_\_

Phone: (H) (\_\_\_\_\_) \_\_\_\_\_ (C)(\_\_\_\_\_) \_\_\_\_\_

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

Roommates/ Spouse \_\_\_\_\_

If you, anyone acting on your behalf, or anyone on whose behalf you are acting rents an apartment to which David West Properties has directed you within six (6) month period from the date of this agreement, or if you rent an apartment in a building to which DavidWest Properties has directed you, whether or not you saw the specific apartment with DavidWest Properties, then in either event you agree to pay DavidWest a commission of:

### RENTAL TERM

**1 month and up to 3 months**  
**3 months and up to 11 months**  
**1 year or more**

### COMMISSION

**one month's rent**  
**12% of the first annual rent**  
**15% of the first annual rent**

The commission is payable at the time that the offer is accepted and all the clients listed above are jointly and severally obligated. Commission may be paid in cash or cash equivalent, or by certified check.

If legal action has to be taken to collect the above stated commission or any balance thereof, then the undersigned will be liable for the attorney's fees in addition to the commission due. It is agreed that any dispute concerning this agreement must be submitted to the Binding Arbitration Association pursuant to the terms and conditions dictated by the Real Estate Board of New York.

### APARTMENTS VIEWED

DATE	ADDRESS	CLIENT INITIALS
_____	_____	_____
_____	_____	_____
_____	_____	_____

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