

**CLIENT REGISTRATION AND BROKERAGE AGREEMENT**

Client's First Name: \_\_\_\_\_ Last Name \_\_\_\_\_ E-Mail: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Telephone: (home) \_\_\_\_\_ (work) \_\_\_\_\_ (cellular) \_\_\_\_\_  
 Landlord Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Employer: \_\_\_\_\_ Position: \_\_\_\_\_ Annual Income: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Rental Budget: \_\_\_\_\_ Apt. Size: \_\_\_\_\_ No. of Occupants: \_\_\_\_\_ Pets? \_\_\_\_\_ Lease Term: \_\_\_\_\_

Do you have a guarantor (if necessary)? Yes \_\_\_\_ No \_\_\_\_

Areas Desired: \_\_\_\_\_

Amenities: \_\_\_\_\_

Thank you for selecting Peter\*Ashe, one of New York City's leading residential real estate firms, to assist you with your real estate needs. By signing below, you agree that you have retained the services of Peter\*Ashe to assist you in finding an apartment/property. You understand that the real estate brokerage commission charged by Peter\*Ashe for the aforesaid services shall be as follows:

<u>Residential Lease Term</u>	<u>Commission</u>
1-3 Months	60% of one month's rent
Up to 6 Months	Equivalent to one month's rent
7 Months- 1 Year and over	Equivalent to 15% of the average of first 2 years
2+ years and renewal	3.5% per additional year including renewal

On all NO FEE marked apartments, you must negotiate through Peter\*Ashe ONLY, failing to negotiate through Peter\*Ashe and obtain the apartment through other sources will obligate you, the tenant, to pay Peter\*Ashe the commission and expenses of collecting such fee, including attorney's fee, according to this agreement. On all rental buildings, this agreement shall apply to all future availability of any apartments.

You understand that remittance for such commission shall be paid in full no later than signing of the lease agreement for an apartment or property shown to you by Peter\*Ashe, made payable via certified check to Peter\*Ashe. The brokerage commission is earned by Peter\*Ashe upon the meeting of minds.

In the event that you purchase a property initially shown to you by Peter\*Ashe for rental purposes, Peter\*Ashe will be recognized as the broker of record and you agree to remit payment for brokerage commission in the amount equivalent to six (6%) percent of the total purchase price, less any rental commission if already paid, at closing.

Peter\*Ashe will use its best efforts to represent your interests in the procurement of an apartment/property. You understand that in the event that you rent or buy an apartment or property shown to you by Peter\*Ashe through the service of a broker other than Peter\*Ashe or through the seller/owner directly, you will still be responsible for paying the entire commission due to Peter\*Ashe. You understand that Peter\*Ashe is not responsible for the repair, maintenance of the property, or any other aspect of the management. You hereby acknowledge that Peter\*Ashe has disclosed to you that it may collect a real estate brokerage commission from both the Buyer/Tenant, through its agent, and the Seller/Landlord in connection with the sale/rent of the referenced properties; and that it may represent both Buyer/Tenant and Seller/Landlord for certain properties. We represent the Purchaser/ Tenant with respect to the exclusive listings of another brokerage firm. We represent the Seller/Landlord on our firm's exclusive listings and all open listings.

Any claim that you may have arising from the services provided to you by Peter\*Ashe shall be limited to the amount of the brokerage commission paid to us. You shall be responsible for all and any fees, including but not limited to attorney's fees with regards to collecting and or enforcing this agreement. Any disputes arising from this agreement may be subject to settlement by binding arbitration under the rules and jurisdiction of the Real Estate Board of New York, Inc.

By signing below, you understand that you have authorized Peter\*Ashe to act as your agent for the procurement of a rental/purchase apartment/property. You also consent to receiving e-mails from Peter\*Ashe at the e-mail address you provided. This agreement can change only by the Peter\*Ashe manager in writing.

I/we acknowledge that Peter\*Ashe operates as a real estate brokerage company representing either or both lessor and lessee and does not own the property listed above, has no control of the property, and can only relay information as it is given to us by the landlord/ property manager as to the condition of the property at any time. It is the sole responsibility of the landlord/ management company, and not Peter\*Ashe, to complete any and all repairs, renovations, alterations or other special request written into the lease, as well to deliver the apartment in vacant and broom swept condition. I/we, or anyone acting on our behalf either collectively or individually, further agree to indemnify and hold harmless, and reimburse all expenses including attorney fees to Peter\*Ashe for any such issues arising out of, or in connection with, the move in process and/ or tenancy of the property. Any warranties, representations, and/or promises of any kind made by Peter\*Ashe, and/or its agents, are null and void unless explicitly written into the lease.

**Agreed To and Accepted By:**

\_\_\_\_\_ Date \_\_\_\_\_ Agent \_\_\_\_\_ Date \_\_\_\_\_

**Properties Shown:**

<u>Address</u>	<u>Apt. No</u>	<u>Date</u>	<u>Address</u>	<u>Apt. No</u>	<u>Date</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____



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New York State
DEPARTMENT OF STATE
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001

Customer Service: (518) 474-4429
www.dos.state.ny.us

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 consistent 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 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 situa-

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sions 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

tornea consent in wring or me tenant and me 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 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 seller in this transaction.

(I) (We) \_\_\_\_\_ acknowledge receipt of a copy of this disclosure form: signature of { } Landlord(s) and/or { } Tenant(s):

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

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