



Closed Rental Checklist & Documents

Use these documents when your client is leasing a property

Print only the pages you need.

Included:

Closed Rental Checklist
Exclusive Right To Represent
Application for Lease
Offer to Lease
Confidentiality Agreement
RE Agency Disclosure Notice

Lead booklet can be found separately in Agent Access as well.



Higgins Group Closed Rental & Info Sheet

All information must be filled out and handed in to office manager upon a fully executed transaction.

RENTED PROPERTY INFORMATION:

St. #: _____ St. Name: _____ Unit # _____ City: _____ Zip: _____
 MLS# _____ Rental Price: \$ _____ Month Year Week
 Lease Term: _____ to _____

CLIENT INFORMATION:

Name(s): _____
 Address: _____ City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

COMMISSION INFORMATION:

1. Referral NO Yes *If yes, referral agreement must be attached* 2. Bonus NO Yes \$ _____
 3. Choose a payment method: Mail to base office _____ Pick Up in Fairfield Office

4. Comments: _____

Listing Agency: _____ Listing Agent: _____

Renting Agency: _____ Renting Agent: _____

Gross Commission Received: \$ _____ Net Commission to Higgins: \$ _____

Do we need to bill for commission? No Yes If yes, who do we need to bill?: Owner Co-Broke Agency Co-

Broke or Owner mailing address:

Office/Owner Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone #: _____

PLEASE ATTACH FOLLOWING ORIGINAL PAPERWORK AND HAND INTO OFFICE MANAGER:

N/A *Included/Completed*

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of signed Referral Agreement (referral situation only) |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of MLS or Open listing |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of fully executed Lease Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Original signed "Exclusive Right To Represent" |
| <input type="checkbox"/> | <input type="checkbox"/> | Original signed rental Lead Disclosure |
| <input type="checkbox"/> | <input type="checkbox"/> | Original signed "Disclosure of RE Agency Relationship" |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of deposit check |
| <input type="checkbox"/> | <input type="checkbox"/> | Deposit check: <i>Date mailed:</i> _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | <i>Mailed to:</i> <input type="checkbox"/> Higgins Group <input type="checkbox"/> Co-Broke Agency <input type="checkbox"/> Owner |
| <input type="checkbox"/> | <input type="checkbox"/> | Faxed sign post company removal sheet |
| <input type="checkbox"/> | <input type="checkbox"/> | Removed lockbox and turned into office manager |
| <input type="checkbox"/> | <input type="checkbox"/> | Removed additional office/personal riders |

MANAGEMENT ONLY:

Does this agent owe the Higgins Group for any fees, ads, etc...? NO Yes Amount: \$ _____

Description: _____



Exclusive Right to Represent Buyer/Tenant Authorization

I. Exclusive Right Appointment:

You (Buyer(s)/Tenant(s)) _____ appoints or assigns _____ as your exclusive broker to assist you to locate and purchase, exchange or lease real property acceptable, to you generally described as _____ (the "property").

II. Geographic Area:

- A. This authorization is limited to _____ area of the state of _____.
- B. Other _____.

III. Term of Authorization:

- A. This authorization is limited from _____ to _____ inclusive.

IV. Broker's Duties:

- A. We will negotiate on your behalf for terms and conditions agreeable to you.
- B. We will assist you in the purchase, exchange or lease, of the property.
- C. We will act in your interest regarding the location and purchase, exchange or lease of the property.

V. Buyer (s) Duties:

- A. You will tell us about past and current contracts with subject property or any other real estate agents and refer all leads or information about the "property" to us.
- B. You will cooperate with us, and be reasonably available to examine subject property.
- C. Questions concerning the legal title to property, tax considerations, property inspection, engineering, or the uses or planned use of neighboring properties, should be referred to your attorney, tax advisor, building inspector or appropriate government agency.
- D. You represent that You have not signed an Exclusive Right to Represent Buyer or Tenant Authorization or Exclusive Agency Right to Represent Buyer or Tenant Authorization with any other brokerage firm covering the same time period, the same Property or the same Geographical Areas as stated above.
- E. You acknowledge that you have received an executed copy of this authorization.

VI. Other Terms and Conditions:

- A. You understand and agree that we may also become a seller(s)/landlord(s) agent for the listed property. In that event, we would become dual agents, representing both you and the seller(s)/landlord(s). If this situation should arise, we will promptly disclose all relevant information to you and discuss the appropriate course of action to be taken under the circumstances.
- B. You agree that we may represent other buyer(s)/tenant(s).

VII. Compensation:

Notice: The amount or rate of real estate broker compensation is not fixed by law. It is set by each broker individually and may be negotiable between you and the broker.

- Real Estate commissions are generally paid by the Seller, Landlord or Listing agency via an MLS agreement. However during the term of this agreement should you purchase a home or secure a rental through another agent, agency or a For Sale By Owner you will owe Us _____% of the sales or exchange price of the real property or _____ month(s) rent.
- You agree to pay Us a non-refundable retainer fee of \$ _____, due and payable when You sign this contract. Said retainer will be applied to any professional service fee that We may earn under this contract.
- Other: _____

Buyer(s) Initial(s) _____



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APPLICATION FOR RENT OR LEASE

-PRINT LEGIBLY-

Applicant: _____ Date of Birth: _____
First Middle Last

Social Security #: _____ Telephone: _____

Current Address: _____
Street & Number City State Zip

Current Landlord Name _____ Telephone: _____

Name Of Employer: _____ Telephone: _____

Address Of Employer: _____ Length Of Employment: _____

Position Held: _____ Income: _____

Co-Applicant: _____ Date of Birth: _____
First Middle Last

Social Security #: _____ Telephone: _____

Current Address: _____
Street & Number City State Zip

Current Landlord Name _____ Telephone: _____

Name Of Employer: _____ Telephone: _____

Address Of Employer: _____ Length Of Employment: _____

Position Held: _____ Income: _____

Previous Address (1): _____

Previous Address (2): _____

Personal Reference (1): _____ Telephone: _____

Address: _____ Relation: _____

Personal Reference (1): _____ Telephone: _____

Address: _____ Relation: _____

THE ABOVE INFORMATION IS TRUE AND COMPLETE. YOU ARE HEREBY AUTHORIZED AT MY EXPENSE TO VERIFY BY MEANS OF A CREDIT REPORT AND BY CONTACT WITH THE REFERENCES. APPLICANT(S) SHALL PAY FOR CREDIT CHECK AT TIME OF APPLICATION. CREDIT CHECK MONIES ARE NON-REFUNDABLE.

THE UNDERSIGNED APPLIES FOR RENT/LEASE AND REPRESENTS THAT THE PROPERTY WILL NOT BE USED FOR ANY ILLEGAL OR RESTRICTED PURPOSE, AND THAT ALL STATEMENTS MADE IN THIS APPLICATION ARE TRUE AND FOR THE PURPOSE OF OBTAINING FROM A RECOGNIZED CREDIT REPORTING AGENCY. THE ORIGINAL OR A COPY OF THIS APPLICATION MAY BE OBTAINED BY THE RENTAL AGENT/LANDLORD EVEN IF THE RENT OR LEASE IS NOT GRANTED. THE DECISION TO GRANT OR DENY THIS APPLICATION IS AT THE SOLE DISCRETION OF THE AGENT/LANDLORD.

APPLICANT'S SIGNATURE _____ DATE _____

CO-APPLICANT'S SIGNATURE _____ DATE _____



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OFFER TO LEASE AGREEMENT
-PRINT LEGIBLY-

Date: _____ Agent: _____

Applicant's Name: _____

Owner's Name: _____

Real Property: _____ MLS#: _____

City/State/Zip: _____

Offer is subject to owner's acceptance of the following terms and conditions.

Lease Price: \$ _____ per _____

Deposit: \$ _____ is submitted to & acknowledged by _____
(Agent for tenant)

This deposit is to apply toward _____

The term of the lease: _____ to _____

Items to be Included: _____

Other contingencies/conditions: _____

If offer is rejected, the deposit money shall be returned in full to the Tenant.

Tenant Name: _____

Signature: _____ Date: _____

Leasing Agent Name: _____

Signature: _____ Date: _____

Owner/Landlord Name: _____

Signature: _____ Date: _____

List Agent Name: _____

Signature: _____ Date: _____

CONFIDENTIALITY AGREEMENT

Seller/Landlord: _____

Purchaser/Tenant: _____

Subject Matter: _____

In consideration of a disclosure of information relating to the above subject matter, to be made by Seller/Landlord to Purchaser/Tenant, Purchaser/Tenant hereby agrees that the information is proprietary to Seller/Landlord, that such disclosure will be confidential, and that the disclosed information shall not be used nor duplicated nor disclosed to others, other than Purchaser's/Tenant's attorney and/or accountant, without first obtaining Seller's/Landlord's written permission. Seller/Landlord may enforce this agreement by injunction or by an action for damages resulting from the breach of this agreement in any court of competent jurisdiction.

Purchaser/Tenant

Print Name

By: _____
Signature

Seller/Landlord

Print Name

By: _____
Signature





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REAL ESTATE AGENCY DISCLOSURE NOTICE

Connecticut law requires that you be given this notice disclosing which party the real estate salesperson represents. The purpose of such disclosure is to enable you to make informed choices about your relationship with real estate salespersons.

There are three types of agency relationships:

Seller's Agency

A "Seller's Agent" means a real estate broker/salesperson who acts in a fiduciary capacity for the seller and/or lessor in a real estate transaction.

A seller's agent acts solely on behalf of the seller. A seller's agent has fiduciary duties to the seller including loyalty, accountability, confidentiality, reasonable care, full disclosure and obedience to lawful instruction.

Seller's agents often work with buyers but do not represent the buyer. However, in working with a buyer, a seller's agent must act with fairness and honesty. A seller's agent is required by law to disclose all information on property defects material to any transaction which are known by the seller's agent.

Buyer's Agency

A "Buyer's Agent" means a real estate broker/salesperson that has in a fiduciary capacity for the buyer and/or lessee in a real estate transaction.

A buyer's agent acts only on behalf of the buyer. A buyer's agent's fiduciary duties are to the buyer, which include loyalty, accountability, confidentiality, full disclosure, reasonable care and obedience to lawful instruction.

Buyer's agents often work with sellers, but do not represent sellers. However, in working with sellers, a buyer's agent must act with fairness and honesty.

Dual Agency

"Dual Agent" means a real estate broker/salesperson who acts in a fiduciary capacity for both the seller and the buyer or lessor and lessee.

Dual agency occurs when a real estate company representing a buyer shows the buyer any properties that the company has listed and is acting as the seller's agent. The real estate company may act as the



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agent of both the buyer and the seller in a single transaction with the full and written consent of both buyer and seller.

A real estate company acting as a dual agent must carefully explain to both the buyers and seller that the company is representing both parties and that the company's fiduciary duties are different when representing both parties in a transaction. When representing the buyer and seller, the agent or agents involved must receive written consent of each party prior to acting as a dual agent. In a dual agency relationship the company must act in neutral manner, treating all parties with fairness and honesty.

In order to disclose any confidential information to the opposite party, such as price, terms and motivation to sell or buy, the company (and agents) must have permission from the party allowing the disclosure of information.

I have read both sides of this agency disclosure form. I understand that this form is for agency disclosure AND IS NOT A CONTRACT. It was provided to me by the agent named below.

Client: _____

Date: _____

Street Address: _____

City, State, Zip _____

Telephone: _____

Email: _____

Property: _____

Client Signature: _____

Agent Name: _____

Agent Signature: _____