



Division of Licensing Services

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.ny.gov

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 agent materially affecting 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 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 The Corcoran Group
(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 Landord(s) and/or Tenant(s):

Date: _____

Date: _____



New York State Housing and Anti-Discrimination Disclosure Form

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;
- 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
- 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

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 The Corcoran Group (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.

NOTICE DISCLOSING TENANTS' RIGHTS TO REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES

Reasonable Accommodations

The New York State Human Rights Law requires housing providers to make reasonable accommodations or modifications to a building or living space to meet the needs of people with disabilities. For example, if you have a physical, mental, or medical impairment, you can ask your housing provider to make the common areas of your building accessible, or to change certain policies to meet your needs.

To request a reasonable accommodation, you should contact your property manager. You will need to inform your housing provider that you have a disability or health problem that interferes with your use of housing, and that your request for accommodation may be necessary to provide you equal access and opportunity to use and enjoy your housing or the amenities and services normally offered by your housing provider. A housing provider may request medical information, when necessary to support that there is a covered disability and that the need for the accommodation is disability related.

If you believe that you have been denied a reasonable accommodation for your disability, or that you were denied housing or retaliated against because you requested a reasonable accommodation, you can file a complaint with the New York State Division of Human Rights as described at the end of this notice.

Specifically, if you have a physical, mental, or medical impairment, you can request:*

- Permission to change the interior of your housing unit to make it accessible (however, you are required to pay for these modifications, and in the case of a rental your housing provider may require that you restore the unit to its original condition when you move out);
- Changes to your housing provider's rules, policies, practices, or services;
- Changes to common areas of the building so you have an equal opportunity to use the building. The New York State Human Rights Law requires housing providers to pay for reasonable modifications to common use areas.

Examples of reasonable modifications and accommodations that may be requested under the New York State Human Rights Law include:

- If you have a mobility impairment, your housing provider may be required to provide you with a ramp or other reasonable means to permit you to enter and exit the building.
- If your healthcare provider provides documentation that having an animal will assist with your disability, you should be permitted to have the animal in your home despite a "no pet" rule.
- If you need grab bars in your bathroom, you can request permission to install them at your own expense. If your housing was built for first occupancy after March 13, 1991

and the walls need to be reinforced for grab bars, your housing provider must pay for that to be done.

- If you have an impairment that requires a parking space close to your unit, you can request your housing provider to provide you with that parking space, or place you at the top of a waiting list if no adjacent spot is available.
- If you have a visual impairment and require printed notices in an alternative format such as large print font or need notices to be made available to you electronically, you can request that accommodation from your landlord.

Required Accessibility Standards

All buildings constructed for use after March 13, 1991, are required to meet the following standards:

- Public and common areas must be readily accessible to and usable by persons with disabilities;
- All doors must be sufficiently wide to allow passage by persons in wheelchairs; and
- All multi-family buildings must contain accessible passageways, fixtures, outlets, thermostats, bathrooms, and kitchens.

If you believe that your building does not meet the required accessibility standards, you can file a complaint with the New York State Division of Human Rights.

How to File a Complaint

A complaint must be filed with the Division within one year of the alleged discriminatory act or in court within three years of the alleged discriminatory act. You can find more information on your rights, and on the procedures for filing a complaint, by going to www.dhr.ny.gov, or by calling 1-888-392-3644. You can obtain a complaint form on the website, or one can be e-mailed or mailed to you. You can also call or e-mail a Division regional office. The regional offices are listed on the website.

** This Notice provides information about your rights under the New York State Human Rights Law, which applies to persons residing anywhere in New York State. Local laws may provide protections in addition to those described in this Notice, but local laws cannot decrease your protections.*

Rental Client Registration and Fee Agreement

Applicant 1

Current address _____
 Apt _____ City _____ State _____ Zip _____
 Telephone (cell) _____ Telephone (work) _____
 Email _____
 Current Landlord _____
 Landlord Telephone _____
 Employer (if applicable*) _____
 Title (if applicable*) _____
 Years Employed (if applicable*) _____
 Annual Salary (if applicable*) _____
 Additional Income (if applicable*) _____

* Please include verification of income, from any lawful source, including but not limited to wages, alimony, social security, child support, federal, state, or local public assistance, etc.

Number of occupants _____ Pets (please specify) _____
 Move-in date _____ Lease expiration date _____ Space desired _____ Price range _____
 What apartments have you seen? _____

By signing below, you agree that you are seeking the rental of an apartment in New York City and that you are working with The Corcoran Group ("Corcoran") for that purpose. You understand that the fee (the "Commission") charged by Corcoran and payable by you for the aforesaid services is as follows:

- A. Fifteen percent (15%) of the first year's annualized rent if you rent any apartment in a rental building or complex (an "Apartment") shown to you by Corcoran within 180 days of such showing.
- B. Fifteen percent (15%) of the first year's annualized rent if you rent the specific unit shown to you by Corcoran (a "Unit") in a condo or co-op building within 180 days of such showing.

In the event that you rent an Apartment or Unit for less than a one-year term (based upon initial term stated in lease, Corcoran's Commission will be as shown below.

- C. If the term of lease is from one month to three months, the Commission shall be equal to one month's rent.
- D. If the term of the lease is more than three months but less than or equal to six months, the Commission shall be equal to one and a half month's rent.
- E. If the term of the lease is more than six months but less than one year, the Commission shall be equal to 15% of the first year's annualized rent.

Corcoran will, if requested, list the Apartments and Units that have been shown to you by Corcoran, after such showing on the bottom and/or reverse side of this agreement. You and Corcoran agree that Corcoran will be entitled to the entire Commission, which you shall pay by certified check, upon the earlier of: (1) your execution of a lease for an Apartment or Unit subject to this Agreement or (2) your occupancy in an Apartment or Unit subject to this Agreement. If the lease requires third-party approval (e.g., from the building's managing agent, the landlord, or a board of directors) and such third party does not grant its approval, Corcoran shall refund the full Commission to you. You understand that in the event that you (i) rent

Applicant 2

Current address _____
 Apt _____ City _____ State _____ Zip _____
 Telephone (cell) _____ Telephone (work) _____
 Email _____
 Current landlord _____
 Landlord telephone _____
 Employer (if applicable*) _____
 Title (if applicable*) _____
 Years Employed (if applicable*) _____
 Annual Salary (if applicable*) _____
 Additional Income (if applicable*) _____

an Apartment in a rental building or complex shown to you by Corcoran, or (ii) rent a specific condominium or co-operative Unit shown to you by Corcoran through the services of a broker other than Corcoran or through the landlord directly, you will still be responsible for paying the entire Commission to Corcoran, even if the Apartment or Unit was originally described to you as "no fee," because the owner of such Apartment or Unit would have paid Corcoran a fee had you rented such Apartment or Unit through Corcoran. In addition, Corcoran's liability to you in connection with any claim that you may have arising from the services provided to you by Corcoran shall be limited (to the extent permitted by law) to the amount of the Commission paid by you to Corcoran.

In the event that you (including anyone acting on your behalf or anyone on whose behalf you are acting) purchases a Unit that Corcoran showed you, you shall pay Corcoran a sales commission equal to 6 percent of the total price of the property at the time of closing, unless such sales commission is paid by the seller of said Unit.

In the event of your default under this Client Registration/Fee Agreement, you shall be liable to pay the full commission as stated above based on the length of the lease you entered into as well as all legal fees incurred by Corcoran to enforce the terms of this agreement.

You acknowledge that in certain instances Corcoran may receive additional compensation from the owner/landlord of the property. Such compensation may, under certain limited circumstances (but not in all cases), offset the Commission that you have agreed to pay Corcoran pursuant to the terms of this Client Registration/Fee Agreement.

You understand that other potential lessees may consider, make offers on or lease through Corcoran, the same or similar properties as you are seeking to lease. You consent to Corcoran's representation of such other potential lessees before, during and after the expiration of this agreement.

By signing below you understand that you have authorized Corcoran to work with you for the procurement of an apartment.

Signature of Applicant 1

Date

Signature of Applicant 2

Date

Date Shown Fee (Y/N) Address

Date Shown Fee (Y/N) Address

