



Thank you and congratulations for giving Plan A Realty Corp an opportunity to market and to represent you in the rent or lease of your property. We know that leasing your property is an important decision, and we are extremely proud that you have chosen to work with Plan A Realty Corp. We will provide you with quality representation while making sure that every potential customer knows your property is available and is made aware of its excellent features. When you List your rental property through us, we'll work with you throughout the entire Leasing process to assure your needs and wishes are met.

Plan A Realty Corp. is a full brokerage service firm. We have assisted many people both in marketing their existing rental property and in selecting new real estate. Every agent at Plan A Realty Corp. is licensed in the State of New York and a member of the National Association of Realtors, abiding by its professional Code of Ethics. We sincerely appreciate the opportunity to serve you.

The following Property Rental Packet contains important information and the necessary real estate Rental documents and to advise you of your rights as our client. Please review and complete these documents carefully with your agent, and keep this package throughout the property rental process.

**1. The New York State Disclosure Form for Landlord and Tenant.**

- Completed and signed by you and your agent, and retained by your agent.
- Copy completed and signed by you and your agent, and retained by you.

**2. Property Rental Information Form**

- Completed and signed by you and your agent, and retained by your agent

**3. The Exclusive Right-To-Rent/Lease Listing Agreement.**

- Completed and signed by you and your agent, and retained by your agent.
- Copy completed and signed by you and your agent, and retained by you

**4. Landlord's Disclosure of Information and Acknowledgement on Lead-Based Paint.**

- Completed and signed by you and your agent, and retained by your agent.  
Filled out by the landlord at listing, and then disclosed to the purchaser and signed by the purchaser at the time of lease. Agent should retain this original until signed by the purchaser, and then provide the signed copy to the landlord.  
Landlords are required to disclose known information concerning lead-based paint and/or lead-based paint hazards for pre-1978 dwellings. Information must be included in the lease (or as an attachment/addendum).  
NOTE: This disclosure does not require that owners conduct a paint inspection or risk assessment. It only requires that known information be disclosed and any report(s) be made available.  
This information must be provided to new tenants before they sign the lease. It must also be provided upon renewal of an existing lease unless information has been previously disclosed and no new information has come into the possession of the landlord.  
Landlords must provide prospective tenants with a copy of an EPA pamphlet titled "Protect Your Family from Lead in your Home".

**5. The EPA Lead-Based Paint "Fact Sheet"**

- Reviewed by you and your agent, and retained by you.

**6. The Pamphlet "Protect Your Family From Lead In Your Home"**

- Reviewed by you and your agent, and retained by you.

**7. Understanding Principal-Agent (P-A) Relationship In Buying, Selling or Leasing.**

- Reviewed by you and your agent, and retained by you.

**8. Our Commitment**

- Signed by your agent, and retained by you.

**www.planarealty.com**



## **THE RENTAL PACKET "LANDLORD"**

### **OUR COMMITMENT TO YOU**

This is your written commitment from your Landlord's Agent ensuring delivery of all the services described below in order to help you achieve your goals.

#### **My Objectives Are To:**

1. To work diligently to assist you in meeting your real estate goals.
2. Get your property fully exposed to the market as quickly as possible.
3. Net the most possible money.
4. Communicate with you in a prompt and efficient manner.
5. Explain to you the leasing process and laws affecting real estate:
  - Agency Relationship Disclosure: Rights and Obligations.
  - Landlord's Disclosure Information On Lead Base Paint And/Or Lead Paint Hazards.

#### **Services**

1. Develop, present and agree upon a "Customized Marketing Plan" to help best market your property.
2. Provide market data for comparable leased space that substantiates the owner's or landlord's terms.
3. Install "For Rent" sign
4. Install "Lock Box"
5. Promote your property extensively on the web/social media advertising.
6. Industry Networking - Emailing Property info to other top sales professionals.
7. Submit listing to Multiple Listing Service (MLS)
8. Review client-showing procedure – (show the property to qualified tenants)
9. Submit newspaper ad
10. Design custom property brochure
11. Use my expertise; experience, knowledge, tools and the most up-to-date technology to best serve you.
12. Present landlord/owner counter proposals to tenant.
13. Explain each step of the transaction and act as a guide to help you make more informed decisions.
14. Feedback on price
15. Provide background information, except that required to be confidential, regarding the tenant's ability to perform under the proposed terms.
16. Call Agents, obtain buyer feedback
17. Discuss tenants comments and activity
18. Hold your best interest in the highest regard throughout the transaction.
19. Review and explain clauses in the proposal
20. Review Landlord's motivation and urgency to rent/lease
21. Provide regular progress reports throughout the transaction and discuss what comments I receive about your property.
22. Help Coordinate lease preparation and signing
23. Coordinate signing of lease and delivering copies to all parties.
24. Make helpful suggestions that will get your property rent quickly.

---

Agent's Signature

Date

---

Landlord's Signature

Date

---

Agent's Name

---

Landlord's Signature

Date



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](http://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 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 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 in-

formed 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 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: \_\_\_\_\_



Owner/Landlord	Effective Date:
*Property Offered For Rent/Lease Print Address / Description and/or Property ID No. and/or MLS No.):	Initial Listing Price: \$

This agreement made between **Owner** (Hereinafter referred to as "CLIENT") and **PLAN A REALTY CORP.** (Hereinafter referred to as "BROKER")

Whenever the term Owner is used in this agreement, the same should be construed to mean the CLIENT, who executed the agreement as well as any Other Person, Firm, Limited Liability Company or Corporation acting for the Owner or on the OWNER'S behalf.

*For purposes of this agreement: (i) "BUYER" means buyer, tenant or client(s); (ii) "buy", or "purchase" means to buy, purchase, or rent; (iii) "purchasing" and "purchased" mean to purchase, or rent or to have purchased, or rented; (iv) "seller" or "owner" means a seller or landlord; and (v) Market Area shall mean that area located wholly or partially within the perimeter boundaries of the area or counties listed under Market Area of this agreement.(vi)"PARC" means Plan A Realty Corp. or Broker.*

The OWNER agrees and understands that in consideration for the services performed to date and to be performed, herewith appoints Plan A Realty Corp., referred to as BROKER (Broker in this Agreement, is intended to describe the real estate broker who is a party and signatory to this agreement and no other broker) agrees to act as a special limited agent for the owner(s) for the sole purpose of finding a tenant to rent/lease the property, as the exclusive agent for the rent/lease of the PROPERTY OFFERED FOR RENT/LEASE\* or described real estate above, on the terms and conditions set forth below:

1) BROKER agrees to diligently and in accordance with all applicable regulations and laws to attempt to find a suitable Tenant and negotiate a rent/lease for the property. BROKER agrees to use its experience and knowledge to determine the appropriate marketing plan for the property. The owner(s) grants to the BROKER full discretion to determine an appropriate marketing plan for the property. BROKER may take pictures, put advertising in various web sites accessed via Internet, place a sign during the term of this listing on the property stating that it is the broker herein, and OWNER agrees to allow the sign to be kept during the term of the listing and to allow BROKER access to the same for maintenance. During a period when a closing is pending, the BROKER may continue to place a sign indicating the same.

2) OWNER AGREES NOT TO CONTACT NOR DISCUSS ANY TRANSACTION WITH the PROSPECT/BUYER, nor shall the owner negotiate the rent/lease of the property with the prospect/buyer EXCEPT THROUGH Plan A Realty Corp., BROKER. All correspondence, inquiries, offers to purchase/lease, negotiation and closing preparations related to the SALE/LEASE OF THE PROPERTY will be conducted exclusively through Plan A Realty Corp., (Broker). The owner(s) shall refer all such prospective buyers/tenants to the broker.

3) **The Term and The Listing Price:** "The Effective Term" This agreement shall Commence on "The Effective Date" set forth above and shall terminate at midnight six months after "The Effective Date" (the expiration date). Owner authorizes Broker to offer the Property for rent/lease at the "Initial Listing Price" identified above and be rented/leased, subject to negotiation, at such price and other terms to which the Owner agrees at Owner's sole discretion. Owner agrees to periodically review the offering price of the Property with Broker, and to consider adjusting the price if necessary to respond to changing market conditions.

4) **Price and Authority.** The property will be offered for rent/lease at a price of \$ \_\_\_\_\_ per month or \$ \_\_\_\_\_ per square foot and shall be leased, subject to negotiation, at such price and upon such terms to which Owner(s) may agree.

5) **Brokerage Fee.** If during the period of this agreement or any extension thereof, a Lease Agreement is agreed upon with anyone, the Broker will be due a commission of one of the following:

A. The Owner agrees to pay the Broker a commission of \_\_\_\_\_ % of the total amount of the agreed upon lease.

In the event that the tenant renews a new lease or extends with said landlord, the Owner agrees to pay the Broker a commission of \_\_\_\_\_ % of the total amount of that agreed upon lease.

B. The Owner agrees to pay the Broker a commission of \_\_\_\_\_ months Rent/Lease.

C. The Owner agrees to pay the Broker a commission of a flat fee of \$ \_\_\_\_\_.

**EXCLUSIVE RIGHT-TO-RENT/LEASE LISTING AGREEMENT**

The commission offered by broker to Sub agents shall be \_\_\_\_\_,

The commission offered to Broker's Agents shall be \_\_\_\_\_,

The commission offered to Buyer(s) Agents shall be \_\_\_\_\_.

If during the period of this agreement or any extension thereof, a transfer, sale or exchange of the business is made, effected or agreed upon with anyone, the Owner agrees to pay the Broker a commission of \_\_\_\_\_ of the selling price at the time the brokerage commission is earned by the Broker but in no event later than the date of closing.

The commission offered by Broker to Buyer(s) Agents shall be \_\_\_\_\_ of the gross selling price. In the event the Owner authorizes Broker to compensate a Buyer(s) Agent, Owner acknowledges their understanding that such Buyer(s) Agent is not representing Owner and that the Buyer(s) Agent will be representing only the interest of the prospective purchaser.

**6) Owner's Obligation After Expiration of Agreement.** Owner agrees to pay the commission referred to in paragraph 5 if, within \_\_\_\_\_ months after the expiration date of this agreement, a tenant rents, leases or purchase's the property a) was shown the property by a licensed agent and/or was made aware of the property by a licensed agent or Participant of PARC or the Owner during the term of the listing or any extension thereof. Owner will not, however, be obligated to pay such commission if owner enters into a valid Exclusive Listing Agreement with another NYS licensed real estate broker after the expiration of this agreement.

**7) Who May Negotiate for Owner.** Owner agrees to direct all inquiries to Broker. Owner elects to have all negotiated offers to purchase submitted through Broker.

**8) "For Rent/Lease" Sign.** The Owner grants the Broker exclusive "For Rent/Lease" sign privilege at the property, consents that the property may be shown at any reasonable hour, and agrees to refer any inquiries concerning the property to the Broker. The Owner may not place a sign on the property.

**9) Lock Box.** The Owner grants the Broker the right to install a PARC Electronic Lock Box on the property for the purpose of allowing PARC members access to the premises.

**10) Fair Housing.** It is agreed that this property is marketed for rent/lease with full compliance with local, state and federal fair housing laws against discrimination on the basis of race, color, religion, sex, national origin, handicap, age, marital status, and/or familial status, children or other prohibited factors.

**11) Commission Escrow.** If for any reason, the Broker is not paid the compensation set forth herein on the due date, the Owner shall establish an escrow account with a party mutually agreeable to the Broker and Owner and shall place into said escrow account an amount equal to the compensation set forth herein. These monies shall be held in escrow until the parties' rights to the escrow monies have been determined (a) by the written agreement of the parties, (b) by order of a court competent jurisdiction, or (c) some other process to which the parties agree in writing. In any action, proceeding or arbitration to enforce any provision of this Agreement, or for damages caused by default, the prevailing party shall be entitled to reasonable attorney's fees, costs and related expenses, such as expert witness fees and fees paid to investigators. In the event Broker hires an attorney to enforce collection of brokerage fee due hereunder and is successful in collecting all or any portion thereof with or without commencing a legal action or proceeding, Owner agrees to pay such attorney's fees, costs and related expenses.

**12) Termination.** Owner understands that if Owner terminates the Broker's authority prior to the expiration of the term of this agreement, Broker shall retain its contractual rights to a commission and recovery of advertising expenses and any other damages incurred by reason of an early termination of this Agreement. In the event Broker hires an attorney to enforce collection of these expenses due hereunder and is successful in collecting all or any portion thereof with or without commencing a legal action or proceeding, Owner agrees to pay such attorney's fees, costs and related expenses.

**13) AN "EXCLUSIVE RIGHT TO RENT/LEASE" listing agreement means that if you, the owner of a property, find a tenant or buyer for your property, or if another Broker finds a buyer, you must pay the agreed commission to the present broker.**

**AN "EXCLUSIVE AGENCY" listing means that if you, the owner of a property, find a buyer, you will not have to pay a commission to the broker. However, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker.** (In compliance with Regulation 175.24 under Article 12-A of the Real Property Law)

**EXCLUSIVE RIGHT-TO-RENT/LEASE LISTING AGREEMENT**

14) All oral or prior agreements between the parties are hereby merged into this agreement and the parties agree that their relationship shall be governed solely by this agreement and no other prior oral or written agreements. The parties agree that no change, amendment, modification or termination of this agreement shall be binding on any party unless the same shall be in writing and signed by the parties hereto subsequent to the date of this agreement. Notices required to be given under this agreement shall be in writing and may be given to the party by ordinary mail.

15) INDEMNITY The undersigned OWNER(s) agrees and understands that In the event against any and all expenses (including attorneys' fees), witness fees, damages, judgments, fines and amounts paid in settlement and any other amounts that the BROKER becomes legally obligated to pay because of any claim or claims made against the BROKER or cooperating broker in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, arbitral, administrative or investigative is commenced against the BROKER or a cooperating broker as a result of the BROKER or cooperating broker obeying the lawful instructions of the Owner(s), then, and in such event, the Owner(s) hereby agrees to defend, indemnify and hold harmless the BROKER or cooperating broker in any such claim(s) or action. Owner understands that Owner is not retaining Broker as a property manager, and that Broker is not responsible for the maintenance of the property unless the parties so agree pursuant to a separate property management agreement. Owner also agrees to indemnify Broker for all liability from any misrepresentations about the zoning compliance, property condition, property taxes, or any other feature of the property listed by Owner, so long as such misrepresentations are based on information provided to Broker by Owner. Owner acknowledges receipt of the following documents: a copy of the Exclusive Right-to-Rent/Lease Listing Agreement, a copy of the New York State Agency Disclosure Form for Landlord and Tenant, The United States Environmental Protection Agency Fact Sheet and Disclosure Form for lead-based paint hazards.

16) This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or by other electronic means shall constitute effective execution and delivery of this Agreement. Signatures of the parties transmitted by facsimile or by other electronic means shall be deemed to be their original signatures for all purposes. (You are not required to conduct this transaction by electronic means or use an electronic signature, but if you do so, then you hereby give your authorization pursuant to this paragraph.

*By signing this agreement, I/We certify that I/We am/are the OWNER(s) of the property offered for rent/lease\*. I/We represent that I/We have the right and authority to enter into this agreement, and each and every undersigned party agrees to be personally and individually responsible for all the owner's obligations under this agreement. I/We certify that all the information I/We provided on this agreement and all the supplemental forms and all supporting documentation are true, accurate and complete to the best of my/our knowledge and belief and does not omit any material facts. I/We am/are aware that a real estate broker/agent is a person qualified to advise me/us about real estate. If I/We need legal, tax or other advice, I/We must consult with a professional in that field.*

*Owner acknowledges receipt of a copy of this Agreement. Brokerage Firm authorizes Broker/Agent to execute this Agreement on behalf of Brokerage Firm.*

**OWNER ACKNOWLEDGES BY SIGNATURE BELOW THAT THIS AGREEMENT IS A THREE-PAGE AGREEMENT, THAT OWNER HAS/HAVE READ AND UNDERSTOOD ALL PAGES, THAT ALL THE TERMS OF THIS AGREEMENT HAVE BEEN FILLED IN PRIOR TO SIGNING.**

**OWNER HEREBY AGREES TO AND ACCEPTS THE TERMS OF THIS EXCLUSIVE RIGHT-TO-RENT/LEASE AGREEMENT:**

---

 (Owner)

Date

---

 (Owner)

Date

---

 Owner's Phone/Email Address

---

 Owner's Mailing Address

---

 (Signature of Authorized Representative/Broker/Agent)

Title

Date

Rep./Agent/Broker's Email: \_\_\_\_\_

Phone: \_\_\_\_\_



## **THE RENTAL PACKET "LANDLORD"**

### **UNDERSTANDING PRINCIPAL-AGENT (P-A) RELATIONSHIP IN BUYING, SELLING OR LEASING.**

IT IS IMPORTANT TO UNDERSTAND THE AGENCY RELATIONSHIP OR REPRESENTATION BETWEEN YOU AND PLAN A REALTY CORP. IN BUYING, SELLING OR LEASING A PROPERTY. THE AGENCY RELATIONSHIP IS A LEGAL OBLIGATION IN WHICH YOUR AGENT HAS FIDUCIARY OBLIGATIONS TO ACT ON YOUR BEHALF AND YOUR BEST INTEREST.

In New York State, real estate brokers and their salespersons are required to disclose the type of working relationship they have with buyers or tenants and sellers or landlords in a real estate transaction. There are several types of relationships that are possible, and you should understand these at the time a broker or salesperson provides specific assistance to you in buying, selling or leasing real estate. These are; (1) Seller's or Landlord's Agent; (2) Buyer's or Tenant's Agent; (3) Dual Agent; (4) Dual agent with designated sales agent and (5) Transaction Broker. The first four of these are commonly referred to as "Agency Relationships" and carry with them legal duties and responsibilities on the broker/salesperson, as well as on the buyer/tenant and seller/landlord. The Transaction Broker places the broker in the role of a "middleman" who assists both parties in the transaction. Buyer and Seller are advised to consult legal counsel before entering into any Agency or Transaction Broker relationship. The law requires each agent assisting in the transaction to present you with a disclosure form. Throughout the transaction you may receive more than one disclosure form.

#### **SELLER'S OR LANDLORD'S AGENT**

A Seller's or Landlord's Agent acts solely on behalf of the seller or Landlord. A Seller's or Landlord's Agent has fiduciary duties to the seller or landlord which includes reasonable care, undivided loyalty, confidentiality, and full disclosure. Seller's or Landlord's Agents often work with buyers, but do not represent the buyer. However, in dealings with a buyer, a Seller's or Landlord's Agent must act honestly and fairly. A Seller's or Landlord's Agent must also disclose any defects of a material nature affecting the physical condition of the property, which are actually known by the broker. When you list your home for sale by signing the Exclusive Right to Sell Listing Agreement, you employ Plan A Realty Corp. to represent you as your "seller's or landlord's agent" to act exclusively on your behalf and in your best interests.

#### **BUYER'S OR TENANT'S AGENT**

A Buyer's or Tenant's Agent acts solely on behalf of the buyer or Tenant. A Buyer's or Tenant's agent has fiduciary duties to the Buyer or Tenant which include reasonable care, undivided loyalty, confidentiality, and full disclosure. However, in dealings with a seller, a Buyer's or Tenant's Agent must act honestly and fairly and may not give false information concerning the financial condition of the buyer or Tenant, in transactions involving a multiple listing service, real estate brokers and salespersons are agents of the seller unless there is a written agreement to the contrary to represent the buyer or tenant. Therefore, a buyer or tenant wishing to be represented by a Buyer's or Tenant's Agent is advised to enter into a separate Buyer or Tenant Agency Agreement and a written representation agreement, required by the Code of Ethics of the National Association of Realtors, that sets out the terms of your retention of the broker.

#### **DUAL AGENT**

A Dual Agent acts as an agent for both the buyer/tenant and seller/landlord. Dual agency arrangements are more likely to occur when brokers/ salespersons show properties to buyers/tenants who are also listed with their company, or in smaller communities, where they often work with and know both buyer and seller. A person acting as a Dual Agent must carefully explain to both the buyer/tenant and seller/landlord that the agent is acting for the other party as well. The broker/salesperson should also explain the possible effects of dual agency, including that by consenting to Dual Agency representation, the buyer/tenant and seller/landlord are giving up their right to undivided loyalty. A buyer/tenant agreeing to Dual Agency is advised to enter into a separate Dual Agency Contract, which specifically details what information is confidential and what information can be disclosed to the other party.

#### **DUAL AGENT WITH DESIGNATED SALES AGENTS**

A buyer/tenant and seller/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 buyer/tenant and another sales agent to represent the seller/landlord to negotiate the purchase, sale or lease of real estate. A sales agent works under the supervision of the real estate broker. With the informed consent of the buyer/tenant and seller/landlord in writing, the designated sales agent for the buyer/tenant will function as the buyer's or tenant's agent representing the interests of and advocating on behalf of the buyer/tenant and the designated sales agent for the seller/landlord will function as the seller's or landlord's agent representing the interests of and advocating on behalf of the seller/landlord in the negotiations between the buyer/tenant and seller/landlord. A designated sales agent cannot provide the full range of fiduciary duties to the buyer/tenant and seller/landlord. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer/tenant or a seller/landlord should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation.

#### **TRANSACTION BROKER**

A Transaction Broker does not represent either purchaser/tenant or seller/landlord in a fiduciary capacity as agent, but assists the buyer/tenant separately, or the buyer/tenant and seller/landlord together, in the transaction. A broker or salesperson acting as a Transaction Broker has the duty to act fairly and honestly to both buyer/tenant and seller/landlord, but does not owe fiduciary duties to either side. A broker or salesperson acting as a Transaction Broker must obtain the express written consent of the buyer/tenant, or both parties if both are to be assisted. Any agreement to act as a Transaction Broker must state: (1) that the broker or salesperson does not represent either buyer/tenant or seller/landlord; (2) the specific types of assistance the Transaction Broker will offer; and (3) what information, if any, the Transaction Broker is allowed to disclose to the other party.

**Regardless of your agency relationship with Plan A Realty Corp. you can expect to receive honest and fair treatment.**

LANDLORD'S DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT  
ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Landlord's Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

This addendum made part of lease/rental agreement dated \_\_\_\_\_

**Lead Warning Statement**

**Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing Lessors (landlords) must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees (tenants) must also receive a federally approved pamphlet on lead poisoning prevention.**

**Landlord's Disclosure (initial)**

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):  
Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
\_\_\_\_\_

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

- (b) Records and reports available to the seller (check one below):  
Landlord has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).  
\_\_\_\_\_

Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing

**Purchaser's Acknowledgment (initial)**

- (c) Tenant has received copies of all information listed above.  
 (d) Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.  
 (e) Tenant has (check one below):  
Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or  
Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (initial)**

- (f) Agent has informed the landlord of the landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Landlord \_\_\_\_\_ Date \_\_\_\_\_

Landlord \_\_\_\_\_ Date \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_

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

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





# FACT SHEET

## EPA and HUD Move to Protect Children from Lead-Based Paint Poisoning; Disclosure of Lead-Based Paint Hazards in Housing

### SUMMARY

The Environmental Protection Agency (EPA) and the Department of Housing and Urban Development (HUD) are announcing efforts to ensure that the public receives the information necessary to prevent lead poisoning in homes that may contain lead-based paint hazards. Beginning this fall, most home buyers and renters will receive known information on lead-based paint and lead-based paint hazards during sales and rentals of housing built before 1978. Buyers and renters will receive specific information on lead-based paint in the housing as well as a Federal pamphlet with practical, low-cost tips on identifying and controlling lead-based paint hazards. Sellers, landlords, and their agents will be responsible for providing this information to the buyer or renter before sale or lease.

### LEAD-BASED PAINT IN HOUSING

Approximately three-quarters of the nation's housing stock built before 1978 (approximately 64 million dwellings) contains some lead-based paint. When properly maintained and managed, this paint poses little risk. However, 1.7 million children have blood-lead levels above safe limits, mostly due to exposure to lead-based paint hazards.

### EFFECTS OF LEAD POISONING

Lead poisoning can cause permanent damage to the brain and many other organs and causes reduced intelligence and behavioral problems. Lead can also cause abnormal fetal development in pregnant women.

### BACKGROUND

To protect families from exposure to lead from paint, dust, and soil, Congress passed the Residential Lead-Based Paint Hazard Reduction Act of 1992, also

known as Title X. Section 1018 of this law directed HUD and EPA to require the disclosure of known information on lead-based paint and lead-based paint hazards before the sale or lease of most housing built before 1978.

### WHAT IS REQUIRED

Before ratification of a contract for housing sale or lease:

- Sellers and landlords must disclose known lead-based paint and lead-based paint hazards and provide available reports to buyers or renters.
- Sellers and landlords must give buyers and renters the pamphlet, developed by EPA, HUD, and the Consumer Product Safety Commission (CPSC), titled *Protect Your Family from Lead in Your Home*.
- Home buyers will get a 10-day period to conduct a lead-based paint inspection or risk assessment at their own expense. The rule gives the two parties flexibility to negotiate key terms of the evaluation.
- Sales contracts and leasing agreements must include certain notification and disclosure language.
- Sellers, lessors, and real estate agents share responsibility for ensuring compliance.



## **WHAT IS NOT REQUIRED**

- This rule does not require any testing or removal of lead-based paint by sellers or landlords.
- This rule does not invalidate leasing and sales contracts.

## **TYPE OF HOUSING COVERED**

Most private housing, public housing, Federally owned housing, and housing receiving Federal assistance are affected by this rule.

## **TYPE OF HOUSING NOT COVERED**

- Housing built after 1977 (Congress chose not to cover post-1977 housing because the CPSC banned the use of lead-based paint for residential use in 1978).
- Zero-bedroom units, such as efficiencies, lofts, and dormitories.
- Leases for less than 100 days, such as vacation houses or short-term rentals.
- Housing for the elderly (unless children live there).
- Housing for the handicapped (unless children live there).

- Rental housing that has been inspected by a certified inspector and found to be free of lead-based paint.
- Foreclosure sales.

## **EFFECTIVE DATES**

- For owners of more than 4 dwelling units, the effective date is September 6, 1996.
- For owners of 4 or fewer dwelling units, the effective date is December 6, 1996.

## **THOSE AFFECTED**

The rule will help inform about 9 million renters and 3 million home buyers each year. The estimated cost associated with learning about the requirements, obtaining the pamphlet and other materials, and conducting disclosure activities is about \$6 per transaction.

## **EFFECT ON STATES AND LOCAL GOVERNMENTS**

This rule should not impose additional burdens on states since it is a Federally administered and enforced requirement. Some state laws and regulations require the disclosure of lead hazards in housing. The Federal regulations will act as a complement to existing state requirements.

### **FOR MORE INFORMATION**

- For a copy of *Protect Your Family from Lead in Your Home* (in English or Spanish), the sample disclosure forms, or the rule, call the National Lead Information Clearinghouse (NLIC) at (800) 424-LEAD, or TDD (800) 526-5456 for the hearing impaired. You may also send your request by fax to (202) 659-1192 or by Internet E-mail to [ehc@cais.com](mailto:ehc@cais.com). Visit the NLIC on the Internet at <http://www.nsc.org/nsc/ehc/ehc.html>.
- Bulk copies of the pamphlet are available from the Government Printing Office (GPO) at (202) 512-1800. Refer to the complete title or GPO stock number 055-000-00507-9. The price is \$26.00 for a pack of 50 copies. Alternatively, persons may reproduce the pamphlet, for use or distribution, if the text and graphics are reproduced in full. Camera-ready copies of the pamphlet are available from the National Lead Information Clearinghouse.
- For specific questions about lead-based paint and lead-based paint hazards, call the National Lead Information Clearinghouse at (800) 424-LEAD, or TDD (800) 526-5456 for the hearing impaired.
- The EPA pamphlet and rule are available electronically and may be accessed through the Internet.

#### **Electronic Access:**

**Gopher:** [gopher.epa.gov:70/11/Offices/PestPreventToxic/Toxic/lead\\_pm](gopher.epa.gov:70/11/Offices/PestPreventToxic/Toxic/lead_pm)

**WWW:** <http://www.epa.gov/opptintr/lead/index.html>  
<http://www.hud.gov>

**Dial up:** (919) 558-0335

**FTP:** <ftp://epa.gov> (*To login, type "anonymous." Your password is your Internet E-mail address*)



**AT PLAN A REALTY CORP., WE ARE GUIDED BY KEY PRINCIPLES THAT ENABLE US TO RESPOND TO OUR CLIENTS' UNIQUE REQUIREMENTS OF TRUST AND CONFIDENCE.**

### **Our Commitment to You:**

- To deliver an easy, hassle-free real estate experience.
- Professional Representation.
- Experienced Negotiating.
- Aggressive Marketing.

### **Our Pledge to You:**

Our pledge to you is to lease your property for the best price in the shortest period of time, with the least amount of effort on your part. We will prepare a comparable market analysis (CMA) to better help you market your property for a quicker rent while still realizing its full market value. We will advertise and make your property available to all REALTORS in the area through the Multiple Listing Service.

### **Our Obligations to You:**

#### **• Confidentiality**

An agent is obligated to safeguard his/her principal's lawful confidences and secrets.

#### **• Care & Diligence**

An agent is obligated to use reasonable care and diligence when pursuing the principal's affairs.

#### **• Loyalty**

The duty obligates a real estate broker to act at all times, solely in the best interests of the principal, excluding all other interests, including that of the broker.

#### **• Obedience**

An agent is obligated to promptly and efficiently obey all lawful instructions of his/her principal that conform to the purpose of the agency relationship.

#### **• Accounting**

An agent is obligated to account for all money or property that belongs to his/her principal entrusted to that agent. The duty compels a real estate broker to safeguard any money, deeds, or other documents entrusted to them relative to their client's transactions of affairs.

#### **• Disclosure**

An agent must disclose to the principal all known relevant and material information that pertains to the scope of the agency. The duty includes any facts affecting the value or desirability of the property, as well as any other relevant information pertaining to the transaction.

"NOTICE: As a prospective purchaser of real estate, you should be aware that cooperating ("selling") brokers and sales associates can work for you as your agent, in which case they represent you and owe you the fiduciary duties of loyalty, confidentiality, disclosure, diligence and care; or with you as a subagent (unless prohibited by law) of the listing broker, in which case they represent the seller, and the fiduciary duties are owed to the seller; or with you as facilitators (as permitted by law) representing neither party to the transaction; or in such other brokerage relationship as may be permitted by law. In any case, as real estate licensees, we are at all times obligated to treat you honestly and fairly, and in most states (and provinces), inform you of our particular representation status. In any event we do not represent (work for) you in the transaction, should you feel it necessary or desirable, you can obtain representation from a lawyer or another real estate broker or both."CAVEAT: DO NOT RELY ON THIS NOTICE AS DESCRIBING THE ACTUAL REPRESENTATION STATUS OF OUR OFFICE CONCERNING THE SERVICES TO BE PROVIDED TO YOU AS REFLECTED IN THIS PLEDGE CERTIFICATE. SPECIFICS OF OUR ACTUAL REPRESENTATION STATUS ARE SET FORTH IN A SEPARATE WRITTEN AGENCY DISCLOSURE.