



Thank you and congratulations for giving Plan A Realty Corp the opportunity to be of service to you in your rental search and to represent you in the rental of a property. We are extremely proud that you have chosen to work with Plan A Realty Corp. When you Rent a property through us, we'll work with you throughout the entire Renting 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 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 Rental Packet contains important information and the necessary real estate renting 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 home buying 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. The Exclusive Buyer Right-To-Represent 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

3. Understanding Principal-Agent (P-A) Relationship In Buying And Selling A Home.

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

4. Credit Report Authorization And Privacy Disclosure Form

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

5. Rental Application

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

6. Our Commitment

- Signed by your agent, and retained by you.

www.planarealty.com



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 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: _____



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EXCLUSIVE TENANT/BUYER RIGHT-TO-REPRESENT AGREEMENT

EXCLUSIVE BUYER RIGHT-TO-REPRESENT BUYER BROKER CONFIDENTIALITY AGREEMENT

BUYER:	Effective Date
Type of Real Estate <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Other ("the Property")	
In the following Market Area:	

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

Whenever the term BUYER is used in this agreement, the same should be constructed to mean the CLIENT(s) who executed the agreement as well as any Other Person, Firm, Limited Liability Company or Corporation acting for the BUYER or on the BUYER'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.

EXCLUSIVE EMPLOYMENT

- 1) BUYER hereby retains **Plan A Realty Corp.** ("Broker") for the sole and exclusive right to assist BUYER in locating for purchase acceptable real estate ("the Property") as indicated by BUYER signing an offer to purchase that is accepted by a seller.
- 2) **The Term and The Duration of Agency:** "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), or upon transfer of an interest in an acceptable property to BUYER, or by written notice of termination.
- 3) **Retainer Fee:** Upon final execution of this Agreement, CLIENT shall pay to BROKER a retainer fee of \$ _____ at the time of signing this agreement for Broker's services ("Retainer Fee") as compensation for professional counseling, consultation and research.
This **FEE IS NON-REFUNDABLE** and SHALL () SHALL NOT () be credited to BUYER against any commission due the BROKER hereunder.
- 4) **Broker's Compensation:** BUYER agrees to pay BROKER ("Broker's Fee") as described below. The Broker's Compensation ("Broker's Fee") shall be earned, due and payable under any of these circumstances whether the transaction is consummated through the services of the BROKER or otherwise:
 - A. If the BUYER or any other person acting for or on behalf of BUYER purchases, leases otherwise acquires an interest in the real property and/or enters into a contract to acquire real property during the term of this Agreement and closes on that contract any time thereafter; and/or
 - B. If, within 180 days of expiration of this Agreement, the Buyer enters into a contract to acquire real property that has been described to or shown to the BUYER by the Broker during the term of this Agreement, even if the Buyer has entered into a subsequent "Exclusive Right to Represent Buyer" agreement with another real estate broker; and/or
 - C. If, having entered into an enforceable contract to acquire real property during the term of this Agreement or any renewal or extension. BUYER will be responsible for paying Broker the amount specified below.
 - (a) **Broker's Fee:** The parties agree that compensation equal to _____
(insert percent of the total purchase-price or other amount)
 - (b) **Lease:** \$ _____ or _____% *(select only one)* of the gross lease value, to be paid when Buyer enters into the lease. If Buyer enters into a lease-purchase agreement, 'the amount of the leasing fee which Broker receives will be credited toward the amount due Broker for the purchase.
 - (c) **Option:** BROKER will be paid \$ _____ or _____% of the option amount *(select only one)* to be paid when Buyer enters into the option agreement. If Buyer enters into a lease with option to purchase, Broker will be compensated for both the lease and the option. If BUYER subsequently exercises the option, the amounts received by BROKER for the lease and option be credited toward the amount due BROKER for the purchase. ("Broker's Fee")
 - (d) **Other:** Broker will be compensated for all other types of acquisitions as if such acquisition were a purchase or





exchange.

- (e) **Buyer Default:** Buyer will pay Brokers compensation immediately upon Buyer's default on any contract to acquire property.

BROKER'S-SERVICES/DUTIES

- 5) The BROKER shall only have such duties as are specifically set forth in this Agreement. If the BUYER desires any other services to be performed by the BROKER, the BUYER shall enter into a written agreement for such services with the BROKER. Absent such a written agreement, the BUYER shall be foreclosed from enforcing any oral or implied agreement with respect to claimed obligations of the BROKER not set forth in this Agreement. The BROKER undertakes to do the following:
 - A. To use reasonable efforts to locate real property acceptable to BUYER and to assist BUYER to negotiate terms and conditions of a contract acceptable to BUYER for the acquisition of the real property (the "Contract"). The Contract may consist of an accepted offer, purchase and sale agreement, option, deed, exchange agreement, lease or similar instrument. BROKER agrees to assist in locating properties, arrange showings, analyze financing alternatives, give advice concerning real estate practices and procedures, assist in negotiations and to act in the BUYER'S best interest in such negotiations, arrange inspections requested by BUYER, to coordinate activities throughout the real estate process.
 - B. To accurately and faithfully provide to BUYER any and all information actually known by the BROKER concerning any property for which the BUYER has expressed an interest to purchase.
- 6) **Disclosure of Identity/Other Brokers/Other Potential Buyers:** BROKER is authorized to disclose BUYER'S identity. BROKER is authorized to cooperate with and pay compensation to other brokers in connection with the performance of BROKER'S services. BUYER understands that BROKER may represent other buyers interested in purchasing the same or a similar property. BUYER consents to such representation. BUYER is hereby put on notice that in dealing with the BROKER they are dealing with one particular agent of said BROKER. The BUYER understands the BROKER has other agents in addition to the agent with whom the BUYER is dealing. The BUYER is hereby made aware and hereby agrees the BROKER, either through an agent other than the agent with whom the BUYER is working or the same agent with whom the BUYER is working, has the right to present offers to the owner of a property made by other buyers in competition with the offer or offers being made by the BUYER. The BUYER understands and agrees in such a case, there is no obligation created by this Agreement which requires such agent to reveal to the BUYER the amount, terms or conditions of any competing offer. No obligation is created by this Agreement for the agent who is working for the BUYER to ascertain whether or not other agents working with other buyers are negotiating on a property upon which the BUYER is negotiating. In the event the BROKER'S agent acquires actual knowledge of such a competing offer, the BROKER'S sole obligation shall be to continue to advise the BUYER of the BROKER'S estimate of the fair market value of the property; to submit to the owner or the owner's agent, all offers made by the BUYER; and to report to the BUYER all information which the seller or seller's agent authorizes the BROKER to disclose to the BUYER. To the extent any law or regulation contravenes this section of the Agreement, the BUYER hereby waives the same and agrees to the terms and conditions set forth above.

Consent to Disclose DUAL AGENCY: _____ (Initials) _____ (Initials)

SERVICES NOT PROVIDED BY BROKER

- 7) BROKER shall not undertake any of the following NOR SHALL the BUYER make any claim or bring any action, proceeding or complaint based upon the BROKER'S failure to do any of the following:
 - A. Counsel the BUYER on legal matters, express opinions or perform any other services or do any action which would constitute the practice of law.
 - B. Inspect or issue an opinion concerning the physical condition of the property, the need for repair, the existence of water damage, termite or other infestation, asbestos, Radon or Lead Paint. Specifically, the buyer is advised that they cannot rely on any statement contained in any listing agreement, multiple listing form or oral or written statement concerning the condition of residential real property expressed to the BUYER by the BROKER. **This Agreement places upon the BUYER the absolute obligation to obtain information concerning the condition of residential real property from sources other than the BROKER. BROKER recommends the BUYER hire an engineer or qualified home inspector duly licensed by the State of New York for the purpose of ascertaining the physical condition of the property.**
 - C. Research, ascertain or give advice or opinions concerning applicable zoning, building department, health department, fire regulations or other regulatory matters effecting the property or improvements located thereon and its compliance with laws, codes and regulations.
 - D. Provide or give opinions concerning surveys diagramming the property.
 - E. Give tax or financial advice with respect to the purchase, sale or ownership of the property.
 - F. Review any public records concerning the property including, but not limited to, documents on file with the county clerk's office of the county in which the property is located, Federal, State or local court offices and records in any town or village



EXCLUSIVE TENANT/BUYER RIGHT-TO-REPRESENT AGREEMENT

in which said property is located.

- G. Searching for, discovering or giving opinions concerning environmental conditions affecting the property or the locale in which the property is located including, but not limited to, the location of toxic sites, underground infiltration of pollutants, asbestos, buried oil tanks and any other conditions which are not readily observable upon the property. In the event the BUYER has any question with respect to environmental conditions or problems affecting the property or the locale in which the property is located, the BUYER hereby specifically undertakes to hire the necessary environmental experts and consultants to satisfy themselves concerning such environmental conditions. Under no circumstances is the BUYER entitled to rely on any statement or representation of the BROKER with respect to environmental conditions whether said statement is oral or in writing.
- H. Search, review or discover any public or private record revealing crime scenes, sex offenders or other matters.

BUYER'S DUTIES

- 8) BUYER agrees to work exclusively with BROKER during the term of this agreement. BUYER agrees to conduct all negotiations with the knowledge and assistance of BROKER. BUYER agrees to cooperate with BROKER by providing relevant personal and financial information and to cooperate in scheduling and attending showings. BUYER agrees to advise BROKER of any interest in purchase or lease of real property about which BUYER was previously advised by any other person.
- 9) BUYER agrees not to attend any open house without advance notice and approval of BROKER and agrees to advise each listing broker at each open house of BUYER'S agency relationship with BROKER. BUYER represents that BUYER is not subject to any earlier agency agreement with any other broker or any protection period. BUYER understands that this agreement does not relieve BUYER of the duty to exercise due diligence for BUYER'S own protection, including the duty to investigate any information of importance to the BUYER.
- 10) BUYER shall not reveal any information whatsoever after execution of this Agreement about the Owner's (Landlord's) business/property. Exception shall be those partners, employees and/or agents of the undersigned required to be informed for purposes of the undersigned to make a judgment as to their interest in the subject matter. All partners, employees and agents of the undersigned shall be under the same obligation as the undersigned when such above described information above is disclosed by the BUYER. PHOTOCOPYING OR OTHER DUPLICATION IS STRICTLY PROHIBITED.
- 11) BUYER is not represented by any other broker in transactions with **Plan A Realty Corp. ("BROKER")** NOTE: CLIENT agrees if more than one business/property is disclosed to BUYER shall be considered as included on same terms and conditions as herein above stated. I/We acknowledge that I/we will be the principal in any proposed property/business purchase and that I/We am/are not working in behalf of undisclosed principals or as a sub-agent for any other person. I/We also acknowledge that I/We am/are financially sound of purchasing the business/property, and that the available funds and/or financial statements provided for settlement, represents and meets the required financing to complete the transaction. The undersigned understands and agrees to submit satisfactory proof of funds (bank statements, attorney escrow letter, bank letter, etc. with contact information for verification of deposit), and/or a current pre-approval bank's letter. BUYER shall provide any lender's letter of pre-approval or pre-qualification to BROKER within seven (7) days of receipt.
- 12) In the event the BUYER signs a contract during the term of this employment agreement, BUYER agrees that the expiration date set forth below shall be extended until the term that said contract is fully performed. Nothing herein contained is intended to reduce the term of this Agreement.
- 13) In the event BROKER represents both BUYER and SELLER. A BROKER acting directly or through one or more associate licenses can legally be the agent of both the SELLER and the BUYER, but only with the knowledge and consent of both parties. If a BUYER represented by a BROKER wants detailed information about, or to see, a property of a SELLER, who is also being represented by same BROKER, the BROKER shall make every reasonable effort to remain impartial to both parties. In these circumstances, BROKER immediately becomes a dual agent. SELLER and BUYER acknowledge that, prior to such circumstances, BROKER either acted as representative of the SELLER or of the BUYER. In those separate roles, BROKER may have obtained information, which, if disclosed, could harm the bargaining position of the party providing such information to BROKER. Provisions that govern the actions of BROKER acting as a dual agent:
- A. BROKER shall not knowingly say or do anything which might place one party at a disadvantage, disclose confidential information or personal confidences of one party to the other party, including motivation to sell/buy, negotiating strategy, or any other information a party specifically instructs BROKER in writing not to disclose, unless such disclosure is required by law.



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- B. Broker shall not, without prior express written consent of SELLER, disclose to BUYER that owner might accept a price less than the listing price, or accept terms less favorable to SELLER than is indicated in the listing agreement nor shall BROKER, without the prior express written consent of BUYER disclose to SELLER that BUYER may be willing to pay a higher price, or accept terms less favorable to BUYER than those indicated in BUYER last written offer.
- C. BROKER will endeavor to be impartial between the parties und shall not represent the interests of either SELLER or BUYER to the detriment of the other party. BROKER is obligated to inform each party of facts BROKER knows which likely could affect the party's decision to permit BROKER to represent both SELLER and BUYER.

BUYER understands and agrees that the above duties of the BROKER in a real estate transaction do not relieve BUYER or SELLER from the responsibility to protect their own interests. BUYER and SELLER should carefully read all agreements to assure that they adequately express their understanding of the transaction.

BUYER understands and agrees that BROKER may have an agreement providing for a fee to be paid to BROKER by the SELLER upon the sale or other disposition of the SELLER’S business or property. BUYER further agrees not to circumvent or interfere with BROKER'S agreement or contract with the SELLER in any way.

BUYER agrees to DUAL AGENCY representation _____ (Initials) _____ (Initials)

CONFIDENTIAL INFORMATION/PROTECTED PARTIES/LISTING

- 14) **All Information** shall mean: Any confidential business review, all property information, data, reports, records, materials, client name and address, type of business/property, or the knowledge that the business/property is for sale/lease to be purchase by the BUYER in the State of New York.
- 15) **Protected Parties** shall be **Plan A Realty Corp.** (“Broker”) and The Owner’s (Landlord’s) Business/Property.
- 16) **Listing.** The undersigned clearly understands that Plan A Realty Corp. (“Broker”), may not have an exclusive listing, of the subject business/property, that same may be a “Pocket Listing”, Open Listing, or an Exclusive Listing of another Broker.

REPRESENTATIONS

- 17) It is understood by the undersigned that **Plan A Realty Corp.**, (“Broker”) makes no representations, completeness or accuracy as to any information given to undersigned, and any and all representations and warranties shall be made solely by the business/property owner or lessor and shall be set forth in a signed definite Agreement by and between the undersigned and the owner/lessor, and shall hold harmless and defend **Plan A Realty Corp.**, and its agents or employees against any claims of any nature whatsoever arising out of any transaction that the undersigned may enter into Seller (Landlord) or Joint Venture Partner, I/We will rely on my/our own investigation to determine whether I/We ultimately wish to purchase the business/property.
- 18) BUYER AGREES NOT TO CONTACT NOR DISCUSS ANY TRANSACTION WITH THE BUSINESS/PROPERTY OWNER, HIS EMPLOYEES, SUPPLIERS OR CUSTOMERS AND ON-SITE STAFF EXCEPT THROUGH BROKER, WHICH BUYER ACKNOWLEDGE IS THE AGENCY FIRST PROVIDING SUCH INFORMATION. ALL CORRESPONDENCE, INQUIRIES, OFFERS TO PURCHASE/LEASE, NEGOTIATION AND CLOSING PREPARATIONS RELATED TO THE PURCHASE OF ANY BUSINESS/PROPERTY PRESENTED TO ME/US BY BROKER WILL BE CONDUCTED EXCLUSIVELY THROUGH PLAN A REALTY CORP., (“BROKER.”)
- 19) **FAIR HOUSING:** PROPERTIES SHALL BE SHOWN AND MADE AVAILABLE TO THE BUYER WITHOUT REGARD TO RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, RELIGION, SEX, SEXUAL ORIENTATION, MARITAL STATE, AGE, LAWFUL SOURCE OF INCOME, LEARNING DISABILITY, MENTAL DISABILITY, FAMILIAL STATUS AND/OR PHYSICAL DISABILITY, AS WELL AS ALL CLASSES PROTECTED BY THE LAWS OF THE UNITED STATES AND THE STATE OF NEW YORK.
- 20) 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.)
- 21) **Entire Agreement/Governing Law:** This Agreement is the entire agreement between the parties. It is binding upon the parties' heirs, successors, and personal representatives. Assignment shall not limit the rights of BROKER. This Agreement shall be governed by the laws of the State of New York. Unless otherwise stated, this Agreement may not be modified, except in writing signed by both parties.





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By signing this agreement, 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 buyer'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 do not omit any material facts. I/We am/are aware that a real estate 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. Buyer acknowledges receipt of a copy of this Agreement. Brokerage Firm authorizes Broker/Agent to execute this Agreement on behalf of Brokerage Firm.

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

BUYER HEREBY AGREES TO AND ACCEPTS THE TERMS OF THIS EXCLUSIVE BUYER RIGHT-TO-REPRESENT AGREEMENT:

(Buyer) Date

(Buyer) Date

(Authorized representative of Broker) Date

Buyer's Phone/Email Address



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 HOME. 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 LANDLORDS'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.



CREDIT REPORT AUTHORIZATION AND PRIVACY DISCLOSURE FORM

Fax Completed Form To: (866) 907-0380

Please Check: Credit Report []

Form with fields for Agent's Name, Ph.#, Email, and Fax #.

ALL TENANTS ARE REQUIRED TO SUBMIT: 1 MONTH OF RECENT PAYSTUBS, 2 MONTHS BANK STATEMENTS AND 2 YEARS TAX RETURNS ***PROCESSING WILL BE DELAYED IF ALL QUESTIONS ARE NOT ANSWERED***

Form for Applicant 1 with fields for Name(1), SS#, DOB, Address, Ph#, Email, Own/Rent, Monthly Payment, Annual Income, and Self Employed.

Form for Applicant 2 with fields for Name(2), SS#, DOB, Address, Ph#, Email, Own/Rent, Monthly Payment, Annual Income, and Self Employed.

X [Signature] [Date] Applicant Signature

X [Signature] [Date] Co-Applicant Signature

In the following disclosure, the words "I/We"=applicant(s); "You"=Plan A Realty Corp., acting as a Real Estate Broker.

I/We understand and agree that by signing this Credit Report Authorization and Privacy Disclosure Form, I/We am/are authorizing and instructing you, directly or through its agents, to obtain and review my/our credit consumer report/credit information, credit risk scores and other enhancements to my/our credit consumer report.

I/We authorize you to disclose any and all of my/our Public and Nonpublic Personal Information to third party service providers, including but not limited to, Credit Bureaus. I/We authorize you to share, release, discuss and otherwise provide with each other, their agents and/or authorized representatives, my/our credit report and any information that I/We have provided, including any computations and assessments that have been produced based upon such information to potential or interested parties involved or related to the real estate transaction.

A photographic or FAX copy of this authorization may be deemed to be the equivalent of the original and may be used as a duplicate original. Signatures of the parties transmitted by fax or by other electronic means shall be deemed to be their original signatures for all purposes.

I/We understand that I/We may revoke my/our consent by notifying you in writing.





Date: ___/___/___

\$ _____ Non-Refundable Application Fee Paid

Rental Address:

APPLICANT INFORMATION

FULL NAME: _____ DATE OF BIRTH: _____

SOCIAL SECURITY #: _____ DRIVERS LICENSE #: _____

PHONE #'S: (HOME) _____ (WORK) _____ (CELL) _____

CURRENT ADDRESS: _____

HOW MANY OCCUPANTS WILL RESIDE IN THE HOUSE? _____

NUMBER OF CHILDREN _____ NUMBER OF ADULTS _____ PETS _____ TYPE/BREED _____

RENTAL HISTORY:

YEARS AT CURRENT ADDRESS: _____

LANDLORD/LEASING AGENCY: _____ PHONE #: _____

AMOUNT OF RENT: _____ ARE YOU CURRENT WITH YOUR RENT? YES NO

DO YOU HAVE TO GIVE NOTICE TO MOVE? YES NO DATE READY TO OCCUPY: _____

EMPLOYMENT/FINANCIAL HISTORY:

EMPLOYER: _____ HOW LONG: _____

SUPERVISORS NAME: _____ PHONE #: _____

EMPLOYMENT MONTHLY SALARY (GROSS): _____

OTHER MONTHLY INCOME (PLEASE GIVE AMOUNT AND EXPAIN): _____

CHECKING/SAVINGS ACCOUNT # _____ WHERE? _____

HAVE YOU EVER BEEN IN BANKRUPTCY? YES NO HAVE YOU EVER BEEN EVICTED? YES NO

DO YOU HAVE A SECTION 8 VOUCHER? YES NO

CREDIT REFERENCES:

NAME: _____ ADDRESS: _____ PHONE #: _____

NAME: _____ ADDRESS: _____ PHONE #: _____

NEAREST RELATIVE: _____ PHONE #: _____





CO-APPLICANT INFORMATION:

FULL NAME: DATE OF BIRTH:
SOCIAL SECURITY #: DRIVERS LICENSE #:
PHONE #'S: (HOME) (WORK) (OTHER)
CURRENT ADDRESS:

RENTAL HISTORY:

YEARS AT CURRENT ADDRESS:
LANDLORD/LEASING AGENCY: PHONE #:
AMOUNT OF RENT: ARE YOU CURRENT WITH YOUR RENT? YES NO

EMPLOYMENT/FINANCIAL HISTORY:

EMPLOYER: HOW LONG:
SUPERVISORS NAME: PHONE #:
EMPLOYMENT MONTHLY SALARY (GROSS):
OTHER MONTHLY INCOME (PLEASE GIVE AMOUNT AND EXPAIN):
CHECKING/SAVINGS ACCOUNT # WHERE?

HAVE YOU EVER BEEN IN BANKRUPTCY? YES NO HAVE YOU EVER BEEN EVICTED? YES NO

CREDIT REFERENCES:

NAME: ADDRESS: PHONE #:
NAME: ADDRESS: PHONE #:
NEAREST RELATIVE: PHONE #:

I/We hereby consent to allow PLAN A REALTY CORP, through its designated agents and its employees, to obtain and verify my credit, rental and employment information, for the purpose of determining whether or not to lease to me a rental property.

APPLICANT SIGNATURE: DATE:
CO-APPLICANT SIGNATURE: DATE:

OFFICE USE ONLY:

Security Deposit Amount: Rent Amount: Move In Date:



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.

Our Pledge to You:

Our pledge to you is to help you find the rental property that suits your specific requirements and criteria, such as location, price range, features and amenities. We will show you not only our listings...but all listings available in the area with other REALTORS.

Our Obligations to You:

- **Confidentiality**

An Agent must keep all information about the Tenant confidential, including the Tenant's ability or willingness to pay more for the rental property than they are offering.

- **Care & Diligence**

An Agent must prepare themselves through education and study to competently represent the Buyer in all matters.

- **Loyalty**

An Agent must do everything possible to gain an advantage for the Tenant.

- **Obedience**

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

- **Accounting**

An agent must 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.