

# Sackman

Enterprises, Inc.

## LICENSED REAL ESTATE BROKER

165 West 73<sup>rd</sup> Street, New York, NY 10023. Phone:212.595.5565. Email: Rentals@sackmanNJ.com

Dear Applicant,

Thank you for deciding to apply for an apartment. In an effort to speed the approval process along there are a few steps you must take and a few things you should know:

1. Everyone who will potentially live in the apartment must complete an application.
2. **ALL APPLICANTS AND COSIGNERS MUST SUBMIT**
  - A. Letter from their employer stating length of employment and salary.
  - B. The front page and signature page of the previous year's tax return (to substantiate income).
  - C. A completed and signed Sackman Enterprises, Inc. application.
  - D. Signed New York Landlord/Tenant Disclosure Form.
  - E. \$300.00 application fee per unit.
3. If there will be a dog in the unit the application must include the name, sex, and breed of the dog along with a picture of the dog. Due to noise issues the dog(s) must be noise tested in the unit. There are no more than two dogs allowed in any unit. A non-refundable dog fee in the amount of **\$350 per dog** will be due at the time of lease signing. This policy will apply if at any time during the term of the lease applicant should decide to get a dog.
4. Please note below the minimum requirements.
  1. A combined income of 40 times the rent.
  2. Currently employed.
  3. Good credit.
  4. No evictions or house court records.
5. The application(s) must be filled out completely and submitted with a **\$300.00 "DEPOSIT" (CASH ONLY)** to be delivered to the Sackman Enterprises, Inc. office at 512 Bangs Ave. **\$75.00** will be applied for *each* credit report. If the lease is approved and prepared and if for any reason the applicant decides not to sign the lease, the balance of the deposit will be applied as a processing fee. In the event the applicant is entitled to a refund of any portion of the deposit, applicant must claim same within **Ten (10) days** of the date hereof and surrender the original receipt.
6. All leases commence on the first day of the month. Typically, your move-in date will be the 3<sup>rd</sup> or 4<sup>th</sup> of the month, as the unit will need to be painted and cleaned after the prior tenants vacate. Rent is pro-rated accordingly.

Remember, the sooner you submit *all* the required materials, the sooner you will have a new home!

Thank you for applying,

Jill Cioci

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

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

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## **New York State Disclosure Form for Landlord and Tenant**

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### **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.*

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### **Disclosure Regarding Real Estate Agency Relationships**

#### **Landlord's Agent**

A landlord's agent is an agent who is engaged by a landlord to represent the landlord's interest. The landlord's agent does this by securing a tenant for the landlord's apartment or house at a rent and on terms acceptable to the landlord. A landlord's agent has, without limitation, the following fiduciary duties to the landlord: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A landlord's agent does not represent the interests of the tenant. The obligations of a landlord's agent are also subject to any specific provisions set forth in an agreement between the agent and the landlord. In dealings with the tenant, a landlord's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

#### **Tenant's Agent**

A tenant's agent is an agent who is engaged by a tenant to represent the tenant's interest. The tenant's agent does this by negotiating the rental or lease of an apartment or house at a rent and on terms acceptable to the tenant. A tenant's agent has, without limitation, the following fiduciary duties to the tenant: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A tenant's agent does not represent the interest of the landlord. The obligations of a tenant's agent are also subject to any specific provisions set forth in an agreement between the agent and the tenant. In dealings with the landlord, a tenant's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the tenant's ability and/or willingness to perform a contract to rent or lease landlord's property that are not consistent with the agent's fiduciary duties to the buyer.

#### **Broker's Agents**

A broker's agent is an agent that cooperates or is engaged by a listing agent or a tenant's agent (but does not work for the same firm as the listing agent or tenant's agent) to assist the listing agent or tenant's agent in locating a property to rent or lease for the listing agent's landlord or the tenant agent's tenant. The broker's agent does not have a direct relationship with the tenant or landlord and the tenant or landlord can not provide instructions or direction directly to the broker's agent. The tenant and the landlord therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or tenant's agent do provide direction and instruction to the broker's agent and therefore the listing agent or tenant's agent will have liability for the acts of the broker's agent.

#### **Dual Agent**

A real estate broker may represent both the tenant and the landlord if both the tenant and landlord give their informed consent in writing. In such a dual agency situa-



tion, 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.

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.

**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

This form was provided to me by Jill Cioci (print name of licensee) of Sackman Enterprises, Inc. (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 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: \_\_\_\_\_