# RENTAL GUIDE



## **Documents Needed:**

-Right to Represent Tenant

-Lead Packet

# REPRESENTING THE TENANT

-Rental Application

-Credit/Background Check

-Completed lease

-Invoice for Landlord Agent/Landlord

-CDR



## **STEP-BY-STEP**

-SET UP A CALL OR IN-PERSON MEETING WITH POTENTIAL RENTER(TENANT) -DISCUSS BUDGET AND PROPERTY NEEDS/REQUIREMENTS -SET UP CLIENT IN ZIP FORMS -CREATE AND SIGN RIGHT TO REPRESENT TENANT -RUN CREDIT AND BACKGROUND CHECK BY USING \*TENANT TRACKS \*EXPERIAN -SET UP AND SAVE SEARCH IN MLS FOR AUTO EMAILS TO TENANT -BASED ON FEEDBACK AND NEEDS, SCHEDULE SHOWINGS FOR TENANT \*THIS MAY REQUIRE YOU TO CONTACT LANDLORD DIRECTLY WHEN LOOKING OUTSIDE MLS -SUBMIT COMPLETED APPLICATION AND REQUIRED DOCUMENTS TO AGENT/LANDLORD -COMPLETE PROVIDED LEASE FROM AGENT/LANDLORD ALONG WITH DEPOSIT



# REPRESENTING THE LANDLORD





## **DOCUMENTS NEEDED:**

- Right to Represent Landlord
- Lead Disclosure If required based on age of building
- Agreed upon lease preferred by landlord
- Completed, accepted tenant application
- Credit/background check for accepted tenant application
- Commission invoice for landlord
- W-9 / Invoice from tenant brokerage
- CDR

## **STEP-BY-STEP**

-SCHEDULE LISTING PRESENTATION TIME WITH LANDLORD

-MUTUALLY AGREE UPON COMMISSION AND SIGN RIGHT TO REPRESENT LANDLORD

-COMPLETE LEAD DISCLOSURE, IF REQUIRED

-SCHEDULE OR TAKE PHOTOS OF PROPERTY WITH PERMISSION

-ENTER CONTRACTS AND LANDLORD INFORMATION INTO ZIP FORMS

-ENTER PROPERTY AND SPECS INTO MLS TO CREATE AN ACTIVE LISTING

-PRESENT COMPLETED APPLICATIONS, CREDIT/BACKGROUND CHECK RESULTS TO LANDLORD FOR FINAL TENANT DECISION

-SEND LEASE TO BE COMPLETED TO TENANT AGENT/TENANT

-REQUEST DEPOSIT WITH COMPLETED LEASE TO LANDLORD

-SUBMIT INVOICE TO LANDLORD FOR COMMISSION PAYMENT

-COMPLETE CDR

-OBTAIN OTHER AGENTS BROKERAGE W-9 AND INVOICE FOR PAYMENT, IF REQUIRED

## Exclusive Right to Represent Tenant Authorization

(Connecticut law requires that the real estate broker furnish you with a written agreement should you wish to be represented.)

## I. Exclusive Right Appointment.

Tenant(s),	
appoints	as Tenant's exclusive real estate Broker to assist
Tenant(s) to	locate and lease a dwelling unit acceptable to Tenant(s) and generally described as:

(the "Property"). Tenant(s) does not retain the right to locate and lease any property himself or herself without obligation to compensate Broker or its agent(s).

## II. Geographical Area.

**EXCLUSIVE RIGHT TO** 

**REPRESENT TENANT** 

This Authorization is limited to the following areas of the State of Connecticut:

## III. Term of Authorization.

This Authorization is in effect from

, inclusive.

## IV. Broker Agrees:

- A. To keep information Tenant(s) provides Broker concerning Tenant's assets, liabilities, income and expenses or motivations to lease and previous offers made confidential unless Tenant(s) gives permission for disclosure or disclosure is mandated by law;
- B. To provide Tenant(s) with the benefit of Broker's advice and experience;
- C. To attempt to locate the Property described above;
- D. To negotiate on Tenant's behalf for terms and conditions agreeable to Tenant(s);
- E. To assist Tenant(s) in the lease of the Property;
- F. To act in Tenant's interest regarding the location and lease of the Property;
- G. Questions or information requests concerning the legal title to property, the residence of convicted persons, tax considerations, wood destroying pests, environmental conditions, property and building inspections, engineering, or the uses or planned uses of neighboring properties should be referred to your attorney, tax advisor, building inspector or appropriate governmental agency; and
- H. Broker will not perform any investigation or perform any tests or inspections on the Property, its use, or the use of neighboring properties.
- V. Tenant(s) Agrees:
  - A. To cooperate with Broker and be reasonably available to examine real property;
  - B. Upon request, Tenant(s) will give Broker financial and personal information regarding Tenant's lease abilities and needs;
  - C. Broker is relying on Tenant's statement that Tenant(s) has not signed an Exclusive Right to Represent Tenant or Exclusive Agency Right to Represent Tenant with any other brokerage firm covering the same time period, the same Property or the same Geographical Area as stated above. If this is not the case, Tenant(s) hereby agrees to disclose this information to Broker immediately, but no later than at the execution of this document;
    - If Tenant(s) has signed any agreement with another agent, broker or firm to represent Tenant(s) and Tenant(s) does not disclose this information prior or contemporaneous to the execution of this document, Tenant(s) agrees Broker is not liable for any fees, commissions, or other financial charges assessed or billed to Tenant(s) or assessed or billed to Broker; and further, Tenant(s) agrees to indemnify and hold Broker harmless for any fees, commissions or other financial charges assessed or billed to Broker as a direct or indirect result of Tenant(s) signing this Authorization with Broker.
  - D. Tenant(s) understands that the names of attorneys, contractors, home inspectors and other professionals are furnished as a convenience to Tenant(s) and are not an endorsement, or guaranty of those professionals or their work product, and that Tenant(s) is not required to utilize the services of any of these companies or individuals; and
  - E. To perform tests, inspections and investigations on the Property and on neighboring properties as Tenant(s) deems necessary in order to determine the suitability of the Property for lease and verify facts that are important to Tenant's leasing decision.

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## EXCLUSIVE RIGHT TO REPRESENT TENANT

## VI. Other Terms and Conditions.

- A. Tenant(s) understands and agrees that Broker may also become a Landlord's agent for the Property. In that event, Broker would become dual agents, representing both Tenant(s) and Landlord. If this situation should arise, Broker shall promptly disclose all relevant information to Tenant(s) and discuss the appropriate course of action to take under the circumstances. Broker shall also present Tenant(s) with all disclosures required by law, including but not limited to a Dual Agency Consent Agreement for Tenant's review and signature.
- B. Tenant(s) understands that Broker represents other Tenants who may also be interested in leasing the same Property as Tenant(s).
- C. Broker may, with Tenant's permission, share and disclose financial and personal information regarding Tenant's lease abilities and needs with other agents who offer real property for sale to Broker.
- D. This Authorization is binding upon and shall inure to the benefit of Tenant(s) and Broker, and each of our heirs, administrators, executors and successors. This Authorization and any rights hereunder shall not be assigned by either party.
- E. Tenant(s) agrees to pay any costs and attorneys' fees which Broker incurs to collect any monies due Broker under this Authorization.
- F. This Authorization may only be modified, amended, waived or discharged by a written agreement signed by all parties.
- G. Tenant(s) is hereby notified that the Connecticut Department of Energy and Environmental Protection is required pursuant to Section 22a-134f of the Connecticut General Statutes to furnish lists of hazardous waste facilities located within the town at the Town Clerk's office. Tenant(s) may refer to these lists and the Connecticut Department of Energy and Environmental Protection for information on environmental questions concerning any property in which Tenant(s) is interested in and the lands surrounding that property.
- H. Tenant(s) is hereby notified that information concerning environmental matters on the Property and surrounding properties is available from the Federal Environmental Protection Agency, National Response Center, Department of Defense and third-party providers.
- I. Tenant(s) is hereby notified that a list of local properties upon which hunting or shooting sports regularly take place may be available at the Town Clerk's office.
- J. If the Property is served by a private well, Tenant(s) is notified that important educational material concerning private well testing is available on the Connecticut Department of Public Health's website.
- K. Tenant(s) acknowledges receipt of a copy of this Authorization.

## VII.Fees.

## NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKER COMPENSATION IS NOT FIXED BY LAW. IT IS SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN YOU AND THE BROKER.

- A. In consideration of Broker's services to be provided, as listed in Section IV "Broker Agrees" above, Tenant(s) agrees to pay Broker a Professional Service Fee calculated as follows:
  - Broker's Professional Service Fee shall be calculated as follows: \$ or % of the total rent due for the entire term of the Lease for the Property leased by Tenant(s). Tenant(s) also agrees to pay a commission in the amount noted herein on any renewals, enlargements, extensions of the lease, exercise of lease options, or new leases between Tenant(s) and Landlord or Landlord's Successor-in-Interest. Such commission shall be due and payable at the commencement of the new lease, enlargement, extension, renewal, or option term.
  - 2. Broker earns the Professional Service Fee if Tenant(s) (a) enters into a contract for the lease of a property during the term of this Authorization and all material conditions have been met or are subsequently met regardless of how Tenant(s) learns about the property; or (b) Tenant(s) takes possession of a property regardless of how Tenant(s) was introduced to or selected said property during the term of this Authorization; or (c) Tenant(s) makes an offer for lease, enters into a contract for the lease, or takes possession of a property Broker has introduced to Tenant(s), within ( ) days after the expiration of this Authorization, provided,

however, that no fee will be due and payable if Tenant(s) signs an Exclusive Agreement or Authorization with another real estate broker after the expiration of this Authorization.

(Other)

B. Any Professional Service Fee Broker earns under this Authorization is Tenant's obligation to pay. However, if Tenant(s) leases a property either listed with Broker or listed on a Multiple Listing Service on which Broker is a participant, then Broker will credit Tenant(s) with whatever amount(s) Broker receives from either or both of these sources. Broker will also assist Tenant(s) in negotiating payment of this fee from Landlord or listing broker of the Property and will credit Tenant(s) with any amount(s) Landlord or listing broker actually pays. These credits may or may not pay Broker's fee in full. Any unpaid amount(s) still due and owing after payment by Landlord or listing broker shall be Tenant's obligation to pay.

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## EXCLUSIVE RIGHT TO REPRESENT TENANT

- C. Broker will tell Tenant(s) before showing Tenant(s) a property if the property is not eligible for this credit, and Tenant(s) may refuse to be shown such properties without incurring any fees. Broker may accept amount(s) Landlord, or listing broker pay Broker in excess of the Professional Service Fee stated upon disclosure to Tenant(s).
- D. The Professional Service Fee shall be due and paid in full no later than the date on which Tenant takes possession of the leased Property.

## VIII. Statements Required by Law.

- A. This agreement is subject to the Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions (Connecticut General Statutes Title 46a, Chapter 814c).
- B. THE REAL ESTATE BROKER MAY BE ENTITLED TO CERTAIN LIEN RIGHTS PURSUANT TO SECTION 20-325a OF THE CONNECTICUT GENERAL STATUTES.

## IX. Use of Electronic Record.

- A. Tenant(s) agrees that Broker may use electronic records, including fax or e-mail, to make and keep this Authorization.
- B. Tenant(s) has the right to withdraw Tenant's consent to have an electronic record of this Authorization provided or made available to Tenant(s). To withdraw such consent Tenant(s) must provide Broker with a written and signed notice expressly stating Tenant(s) withdraws this consent. Tenant(s) may request and Broker shall furnish to Tenant(s) a paper copy of this Authorization. To receive a paper copy of this Authorization, Tenant(s) must request one in writing to Broker at the address, e-mail or fax number listed below.
- C. Tenant's agreement to use electronic records applies only to this particular real estate transaction and not to all real estate transactions in which Tenant(s) is a party.
- D. By withdrawing Tenant's consent to use electronic records of this Authorization, Tenant(s) is not withdrawing Tenant's consent to the Authorization itself. This Authorization shall not be terminable unilaterally, and nothing contained in this Authorization herein constitutes or permits Tenant(s) to withdraw Tenant's consent to the Authorization itself.
- E. For access to and retention of faxed records, there are no special hardware or software requirements beyond access to a fax machine or fax modem and accompanying software connected to a personal or laptop computer where Tenant(s) may receive a fax. For Tenant(s) to receive and retain e-mail records, Tenant(s) will need access to a computer, the Internet, and an e-mail account. Broker is not responsible for providing and is in no way guaranteeing Tenant(s) has access to any of these aforementioned electronic machines, equipment, software or programs.

Tenant's electronic addresses are:

Fax number:	
E-mail address:	

All electronic records will be sent to the fax number or e-mail address noted above unless Tenant(s) informs Broker of any change in Tenant's e-mail address or fax number in writing to the Brokerage Firm address, e-mail or fax number set forth.

BROKER/FIRMNAME	TENANT
By Agent	TENANT
Street	Street
City, State, Zip	City, State, Zip
Telephone number and/or e-mail address	Telephone number and/or e-mail address
Date	Date
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## **RENTAL APPLICATION**

## RENTAL APPLICATION

There is a non-refundable fee of 
Adult to apply
Each Adult (18 or older) must fill out a separate application

				,	· · ·		
Application Date:							
		ADDL	CANTIN	FORMATION			
FIRST	LAST			MIDDLE	SS#		DATE OF BIRTH
	2.01				00		Diff Diff Diff in
CURRENT ADDRESS	CITY			STATE & ZIP	HOME PH	ONE	CELL PHONE
CONTRENT ADDITEDS	onn			STATE GER	TIONETTI		OLLETTIONE
ALL OTHER PROPOSED	OCCUPANTS			BIRTH DATE	RELATION	NSHIP TO AF	PPLICANT
ALL OTHER TROPOSED	OCCOLATIO			DIRTIDATE	REEKIIOI		Eloniti
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NAME		APPLIC		DDRESS			PHONE
			A	DDRESS			PHONE
1.							
2.							
3.							
RENTAL/RESIDENCE	HISTORY	Current Resident	oe 🛛	Previous Re	sidence		Prior Residence
Street Address							
City						+	
State & Zip						+	
Last Rent Amount Paid							
Landlord Name and Phone	Number					-	
Reason for Leaving							
The second second		From/To		From/To		From/To	
Dates of Residency							
		Current Employee	a et	Denvious For			Drive Freedowneet
EMPLOYMENT HISTO	RY	Current Employm	ent	Previous Emp	pioyment	r	Prior Employment
Employed By							
Address							
Employer's Phone							
Occupation							
Name of Supervisor							
Monthly Gross Pay					-		
		From/To		From/To		From/To	
Dates of Employment							
VEHICLES (Include vehic	cles belonging to a	other proposed occupa	nts)				
Make	Model		Color		Year	License	Plate
						+	
CREDIT HISTORY	1		PANIZAN	ISTITUTION NAME			
CHECKING		BANK/INSTITUTION NAME			-		
SAVINGS							
CREDIT CARDS/OTHER							
Have you declared bank	kruptcy in the pa	ast seven (7) years?				Yes	No
Have you ever been evi	tal residence?				Yes	No	
Have you had two or mo	ore late rental pa	ayments in the past y	year?			Yes	No
-							

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East (202) 453 (2000

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### ADDITIONAL SOURCES OF INCOME

If you have other sources of income for us to consider, please list income, source and person (Section 8, interest dividends, banker, employer, etc.) who we may contact. You do not have to reveal alimony, child support, or spouse's annual income unless you want us to consider it in this application.

1.	3.
2.	4.

ADDITIONAL INFORMATION: Please give us any additional information that might help the landlord to evaluate your application.

### NOTICES:

All information I/We have provided is true. To verify the information, I/We direct the landlord or the landlord's agent to ask questions about me or us. I/We waive all rights of actions for consequences as a result of such questions. I/We agree and authorize and give permission to the landlord or the landlord's agent to perform credit, criminal background and other checks as the landlord deems advisable on me/us. I/We agree to pay \$\_\_\_\_\_\_\_ for the credit check.

## AUTHORIZATION

Release of Information

I authorize an investigation of my credit, tenant history, criminal background and employment for the purposes of renting a dwelling unit to be occupied by myself and the persons listed on this rental application as our primary residence from the landlord.

Name (please print)

Signature

Date

Date

Name (please print)

Signature

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## **EXCLUSIVE RIGHT TO LEASE LISTING CONTRACT**

## Exclusive Right to Lease Agreement

Date of this Agreement:	
Address of Property:	
Owner(s):	
Rental Price:	
List Price if Sale to Tenant: \$	
Terms of Sale:	
Listing Beginning Date:	Listing Ending Date:
Service Fee for Lease:	Service Fee for Sale:
Procuring Cause Protection Period:	
Special Showing Instructions including exceptions to Ir	nternet display:
	US CONDITIONS AND MATERIALS
Lead Paint Is Not Preset Asbestos Mold Underground Storage Tank Hazardous Waste Radon	nt Was Removed No Knowledge of its presence
AGRE	EMENT
1. Fees: The Owner(s) agrees to pay the Broker the	service fee specified above if the Broker or its agent(s)

- Fees: The Owner(s) agrees to pay the Broker the service fee specified above if the Broker or its agent(s)
  produces a tenant who is ready, willing and able to lease the Property at the Rental Price and on the Terms
  stated, or at such other rental or such other terms as may be acceptable to Owner(s).
- 2. Procuring Cause Protection Period: The Owner(s) agrees to pay the service fee to the Broker should a rental be made directly or indirectly within the Procuring Cause Protection Period to parties the Broker or its agent(s) has submitted the Property to during the term of this Exclusive Right to Lease Agreement and Broker notifies Owner(s) in writing of the submissions during the term of this Agreement. This paragraph shall not apply if the Owner(s) subsequently executes a valid exclusive listing with any other real estate broker.

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Fax: (203) 452-6869

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 Marketing: The Broker agrees to market the Property for lease and to make a diligent effort to lease at the Rental Price and on the Terms stated herein until there is an enforceable lease for the Property or this Exclusive Right to Lease Agreement expires, whichever occurs first.

- 4. Signs and Keys: The Owner(s) gives the Broker the right to place a "For Lease" sign on the Property and to remove all other "For Lease" signs during continuance of this Exclusive Right to Lease Agreement. The Owner(s) agrees to furnish the Broker with a key to the Property and to permit the Broker to place a keybox on the door.
- 5. Entry and Control: The Broker or any of its agent(s) may enter the Property at reasonable times for the purpose of showing it to prospective tenants in accordance with any Special Showing Instructions as noted above. Owner(s) acknowledges that the Broker has a duty under state regulations and the Code of Ethics to cooperate with other brokers to show the Property. Owner(s) and Broker agree that Owner(s) shall at all times have control over the Property, its maintenance and preparation for showing to prospective tenants.

## 6. Owner(s)' Agreements:

(a) Owner(s) agrees to complete and keep updated a Title X Lead-based Paint Disclosure (if applicable) and authorizes the Broker to disclose the information contained therein.

- (b) Owner(s) is either the Owner(s) of the Listed Property or has full authority to enter into this Agreement.
- (c) Owner(s) has received a copy of this Agreement.
- (d) Owner(s) represents that there are no other listings or agreements in effect concerning this Property, including open listings.
- (e) Owner(s) understands that names of attorneys, contractors, and other professionals are furnished as an accommodation to Owner(s) and do not constitute an endorsement or guaranty of such professionals or the professional's work product.
- (f) Owner(s) agrees to pay reasonable attorney's fees that Broker may incur to collect monies due under this Agreement.
- (g) Broker reserves the right to terminate this Listing by written notice to the Owner(s) if the Broker has reasonable cause to believe the Owner(s) may be unable to consummate a lease of the Listed Property for the Rent Price set forth above by reason of liens, encumbrances, title disputes or other matters affecting title to the Property or Owner's request of Broker to participate in actions which may be a violation of any Connecticut or Federal Fair Housing law.
- (h) Owner(s) agrees to refer to Broker all requests for information about showings or offers to lease the Property, and to advise said Broker of any contacts made by any prospective tenant or other broker.
- (i) Owner(s) understands and agrees that Broker is not obligated by law or this Agreement to perform background checks, criminal record checks or credit checks and does not vouch for or endorse any potential tenant. Owner(s) understands that Broker must present all offers to lease to Owner(s), and it is Owner's(s') obligation to evaluate potential tenant(s) ability to pay and tenant(s) character.
- 7. Property Information: Owner(s) has reviewed the information contained on this Exclusive Right To Lease or the property data sheet and any other disclosure of information forms where Owner(s) supplies information. To the best of Owner's knowledge and belief, Owner(s) represents that any material defects regarding the Listed Property have been disclosed to Broker and the information contained in such information forms are complete and accurate. Owner(s) agrees to indemnify and hold the Broker or its agent(s) harmless from any claim, action, damage or cost including attorney fees that Broker or its agent(s) may incur resulting from an incorrect or inaccurate representation, a misrepresentation or lack of representation of any of the information contained in such forms. Any representations made by Owner(s) are not warranties of any kind and may not be a substitute for an inspection or warranties that a prospective buyer may obtain. Owner(s) authorizes Broker as Owner's(s') agent to disclose any information that Owner(s) provides to Broker concerning the Property.

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Olivia Wright

## **EXCLUSIVE RIGHT TO LEASE LISTING CONTRACT**

8. Multiple Listing Service and Internet Display: Owner(s) acknowledges and agrees that all images, graphics, video recordings, virtual tours, written descriptions, remarks, narratives, pricing information, and other elements relating to the Property provided by Owner(s) to Broker or Broker's agent (the "Owner(s) Listing Content"), or otherwise obtained or produced by Broker or Broker's agent in connection with this Agreement (the "Broker Listing Content) and any changes to such Content may be included in compilations of listings, and otherwise distributed, displayed and reproduced to the Multiple Listing Service noted above for publication to and by its participants. Unless otherwise indicated under "Special Showing Instructions" above, Owner(s) agrees to permit other Broker's option. Broker may display or similar program offered by the MLS or otherwise or with other media, at Broker's option. Broker may display the Property on its web sites. Owner(s) agrees that neither the provider of the MLS nor Broker is responsible for errors or omissions appearing in the MLS. The Owner(s) authorizes Broker to provide timely notice of status changes of this Exclusive Right to Lease Agreement and to provide sales information including selling price upon sale of the Property to any agreed upon Multiple Listing Service(s).

Owner(s) hereby grants to Broker for the term of this listing, as may be extended from time-to-time, a nonexclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, compile with other content and reproduce the Owner(s) Listing Content, to prepare derivative works of the Owner(s) Listing Content, and to distribute the Owner(s) Listing Content or any derivative works of it. Owner(s) acknowledges and agrees that as between Owner(s) and Broker, all Broker Listing Content is owned exclusively by Broker, and Owner(s) has no right, title or interest in or to any Broker Listing Content.

9. Compensation in the Event of Sale: If a sale or exchange of said Property is made by the Owner(s) during the term of this Exclusive Right to Lease or any Procuring Cause Protection period set forth above or the term of said Tenant's lease (whichever term is longest) to any tenant introduced to the Property by the Broker to whom Owner has leased the Property, Owner shall pay Broker the fee set forth above. Solely for purposes of this paragraph the term of this Listing shall be extended to and end on the same date as any written lease for the Property. If the fee is to be computed with reference to the sale or purchase price, the sale or purchase price shall be the greater of the amount shown as purchase or sale price on the purchase and sale contract between seller and buyer without reference to any credits or pro-rations, or the amount on which the conveyance tax due the Commissioner of Revenue Services is calculated, whichever is greater.

## 10. Statements Required By Law or the REALTOR® Code of Ethics:

- (a) This Agreement is subject to the Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions (Connecticut General Statute Title 46a, Chapter 814c).
- (b) THE REAL ESTATE BROKER MAY BE ENTITLED TO CERTAIN LIEN RIGHTS PURSUANT TO SECTION 20-325a OF THE CONNECTICUT GENERAL STATUTES.
- (c) NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKER COMPENSATION IS NOT FIXED BY LAW. IT IS SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN YOU AND THE BROKER.
- (d) Federal law requires the Owner(s) of "target property," which is generally property built prior to 1978, to disclose the presence of lead-based paint or lead-based paint hazards and to furnish any records, reports, inspections, or other documents in the Owner's possession concerning these items.
- (e) Agency Relationships: While Broker shall generally act as the agent for Owner(s), it may be necessary or appropriate for Broker to act as agent of both Owner(s) and buyer(s), exchange party, or one or more additional parties. Broker shall provide agency disclosure as required by law. Owner(s) understands that Broker may have or obtain listings on other properties and that potential buyers may consider, make offers on, or purchase through use of Broker's services.
- 11. Electronic Signatures: Broker and Owner(s) agree that they may use an electronic record, including fax or e-mail, to make and keep this Agreement. Either Broker or Owner(s) has the right to withdraw consent to have a record of this Agreement provided or made available to them in electronic form, but that does not permit that party to withdraw consent to the Agreement itself once it has been signed. Broker's and Owner's agreement to use electronic records applies only to this particular real estate transaction and not to all real estate transactions.

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For access to and retention of faxed records, there are no special hardware or software requirements beyond access to a fax machine or fax modem and accompanying software connected to a personal or laptop computer. For access to and retention of e-mail records, Owner(s) will need a personal or laptop computer, Internet account and e-mail software.

Owner(s) wishes to use (check one) Fax machine. Fax number is:	
--	--

E-mail. E-mail address is:

Each party will promptly inform the other of any change in e-mail address or fax number in writing or electronically.

12. The Owner(s) and Broker acknowledge, agree and understand that although this form has been furnished by the Connecticut Association of REALTORS®, Inc., the Association assumes no responsibility for its use or content and is not a party to this Agreement. This Contract is binding and legal.

Owner	DATE	Brokerage/Agency Name	
Street		Street	
City/State/Zip		City/State/Zip	
Owner	DATE	Authorized Agent	
Street		E-mail Address	
City/State/Zip			

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## LEAD DISCLOSURE

## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

#### Address:

#### Lead Warning Statement

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

### Lessor's Disclosure

- a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
  - i) [] Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
  - ii) [\_] Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- b) Records and reports available to the lessor (check (i) or (ii) below):
  - i) Lessor has provided the lessee with all available records and reports pertaining to lead-based based paint and/or lead-based paint hazards in the housing (list documents below).
  - Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Lessee's Acknowledgement (initial)

- c) \_\_\_\_\_ Lessee has received copies of all information listed above.
- Lessee has received the pamphlet "Protect Your Family From Lead in Your Home".

## Agent's Acknowledge (initial)

e) \_\_\_\_\_Agent has informed the lessor of the lessor'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 they have provided is true and accurate.

Lessor	Date	Lessor	Date
Lessee	Date	Lessee	Date
Agent Monica-Jo Wilke-Marchand	Date	Agent	Date

South Windsor, 736 Dening Street South Windsor CT 06074 Phone: (860) 647-1419 Fax: Admin Docs
Monica-Jo Wilke-Marchand Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dalas, TX 75201 www.lwolf.com

#### 4852d. Disclosure of Information concerning lead upon transfer of residential property.

#### (a) Lead disclosure in purchase and sale or lease of target housing

### (1) Lead-based paint hazards

Not later than 2 years after October 28, 1992, the Secretary and the Administrator of the Environmental Protection Agency shall promulgate regulations under this section for the disclosure of lead-based paint hazards in target housing which is offered for sale or lease. The regulations shall require that, before the purchaser or lessee is obligated under any contract to purchase or lease the housing, the seller or lessor shall-

- (A) provide the purchaser or lessee with a lead hazard information pamphlet, as prescribed by the Administrator of the Environmental Protection Agency under section 406 of the Toxic Substances Control Act {15 U.S.C.A. § 2686};
- (B) disclose to the purchaser or lessee the presence of any known lead-based paint, or any known lead-based paint hazards, in such housing and provide to the purchaser or lessee any lead hazard evaluation report available to the seller or lessor; and
- (C) permit the purchaser a 10-day period (unless the parties mutually agree upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint hazards.

### (2) Contract for purchase and sale

Regulations promulgated under this section shall provide that every contract for the purchase and sale of any interest in target housing shall contain a Lead Warning Statement and a statement signed by the purchaser that the purchaser has-

(A) read the Lead Warning Statement and understands its contents;

- (B) received a lead hazard information pamphlet; and
- (C) had a 10-day opportunity (unless the parties mutually agreed upon a different period of time) before becoming obligated under the contract to purchase the housing to conduct a risk assessment or inspection for the presence of lead-based paint hazards.

#### (3) Contents of Lead Warning Statement

The Lead Warning Statement shall contain the following text printed in large type on a separate sheet of paper attached to the contract:

"Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase".

#### (4) Compliance assurance

Whenever a seller or lessor has entered into a contract with an agent for the purpose of selling or leasing a unit of target housing, the regulations promulgated under this section shall require the agent, on behalf of the seller or lessor, to ensure compliance with the requirements of this section.

#### (5) Promulgation

A suit may be brought against the Secretary of Housing and Urban Development and the Administrator of the Environmental Protection Agency under section 20 of the Toxic Substances Control Act [15 U.S.C.A. § 2619] to compel promulgation of the regulations required under this section and the Federal district court shall have jurisdiction to order such promulgation.

## **COMMISSION INVOICE**

		1	Comm	ission Deposit Reco
RE/MAX		Associate 1	Name:	c
RIGHT CHOICE		Property A	ddress:	
		Seller:	Buyer:	
DATE		Co-Broker	Realtor:	
		Agency of	Co-Broke:	
		Would you	recommend this realtor to join RE	/MAX Right Choice: Yes
TRANSACTION:		Loan Offic	er:	Lender:
Landlord:		S Attorney	:	B Attorney:
Tenants:		Source:	Lead Street Call-in Pa	st Customer Other
RENT: \$		Type of Contract Listing	ommission: (Check all that apply) Sale Rental Refe	erral BPO Lea
COMMISSION: RE/MAX Right Choice \$		\$	Total Gross Cor	nmission
		subtract	Referral/Rental	Fee *(if applicable – attac
Please make payable to:RE/MAX Right Choice.Mailing address105 Technology Drive, Ste. A		\$	Balance	
Trumbull, CT 06611		subtract	Franchise Fee to	o RE/MAX Right Choice
is the agent handling this transaction.		\$	Balance	
		subtract	% Split to	o RE/MAX Right Choice
Sincerely,		\$	Balance to Ager	nt i
		DEDUCTI	ONS FROM BALANCE	
		1) 2)	Agent General Expenses Children's Miracle Network	\$30 Honor Card
		3) 4) 5)	E&O Transaction Fee Other	
		5)	Other	
		s	Agent Net	
	RE/MAX Right Choice			
	Trumbull, CT 06611 Office: 203-268-1118		FOR	ACCOUNTING ONLY
	Each Office Independently Owned and Operated	Da	ate of Deposit	Date to be paid

## **CDR(COMMISSION DEPOSIT RECORD)**

**Deposit Record** Closing Date: Selling Price \$ Cell Phone: ight Choice: Yes No Lender: B Attorney: Other (specify) ner Lease Service Fee BPO applicable – attach W-9) X Right Choice AX Right Choice NOTES Honor Card

Check #\_\_\_\_

## **INTERNET LINKS**

LEAD IN YOUR HOME PAMPHLET: <u>LEAD-IN-YOUR-HOME-PORTRAIT-COLOR.PDF</u>

TENANT TRACKS: <u>TENANTTRACKS: THE BEST TENANT SCREENING SERVICE IN NEW ENGLAND.</u>

EXPERIAN: <u>EXPERIAN US - PROD - SIGN IN</u>