



EXCLUSIVE RIGHT TO RENT

Exclusive Right/Exclusive Agency to Rent Listing Agreement

MLS # _____

Grant of Exclusive Right to Rent In consideration of Andrew McCorkle Broker), offering for rent the property located at 301 West 57th Street 21D 10019 (the "Property"), the undersigned (the "Owner(s)") grants Broker the exclusive right to offer the Property for rent according to the following terms:

1. Period of Agreement. This Exclusive Right/Exclusive Agency to Rent Listing Agreement (the "Agreement") is effective commencing February 20th, 2024 and shall expire at midnight on September 9th, 2024.

2. Price and Authority. The Property will be offered for rent at a price of \$9,000.00 per month or \$_____ per square foot and shall be rented, subject to negotiation, at such price and upon such terms to which Owner(s) may agree. The undersigned Owner(s) represent that they are the sole and exclusive owners of the Property or that the undersigned Owner(s) have the full power and authority to bind and act on behalf of all owners of the Property and are fully authorized to enter into this Agreement.

3. Brokerage Fee. If during the period of this Agreement or any extension thereof, a Rent Agreement is agreed upon by Owner with any third party: Tenant to pay 15% of the annual rent to the broker

- a) The Owner shall pay the Broker a commission of na % of the total amount of rent payment the agreed upon in the Rent Agreement. In the event that the Owner renews or extends the Rent Agreement with the tenant, the Owner shall pay the Broker a commission of na % of the total amount rent payments agreed upon in the renewal or extension of the Rent Agreement.
- b) The Owner shall pay the Broker a commission of na month's rent payments as agreed upon in the Rent Agreement.
- c) The Owner shall pay the Broker a commission of a flat fee of \$ na. The commission offered by Broker to Broker's Agents shall be na. The commission offered to Renter Agents shall be na.

If during the period of this Agreement or any extension thereof, a transfer, sale or exchange of the Property is made, effected or agreed upon by Owner(s) with any third party, the Broker shall earn and the Owner(s) shall pay a commission of 6 % of the selling price (or equivalent fair market value of any other consideration given), which commission is earned upon the execution of any agreement by the Owner(s) for said transfer, sale or exchange, and shall be paid to the Broker in no event later than the date of closing.

The commission offered by Broker to Buyer(s) Agents shall be 3 of the gross selling price. In the event the Owner(s) authorize Broker to compensate a Buyer(s) Agent, Owner(s) acknowledge their understanding that such Buyer(s) Agent is not representing Owner(s) and that the Buyer(s) Agent will be representing only the interest of the prospective purchaser.





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4.Owner's Obligation After Expiration of Agreement. Owner(s) agree to pay the commission referred to in Paragraph 3 if, within 3 months after the expiration date of this Agreement, the Property is rented, leased or purchased by any party who was shown the Property by a licensed agent during the term of this Agreement or any extension thereof. Owner(s) will not, however, be obligated to pay such commission if Owner(s) enter into a valid Exclusive Listing Agreement with another licensed real estate broker after the expiration of this Agreement.

5.Who May Negotiate for Owner(s). Owner(s) agree to direct all inquiries to Broker. Owner(s) elect to have all negotiated offers to purchase submitted through Broker.

6."For Rent Sign & Marketing. You agree that when and if a lease of the property is fully executed, you agree to pay a our commission of _____ months or the broker seeks to collect his/her own fee.

DocuSigned by:

Andrew McLorkle

2/29/2024

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(Broker)

(Date)

(Owner)

(Date)

(Authorized Representative)

(Date)

(Owner)

(Date)

301 west 57th street 21D 10019 NY, NY

(Owner's Address)

(Telephone Number)

IMPORTANT: READ CAREFULLY

By granting Broker signing this Exclusive Right / Exclusive Agency to Rent Listing Agreement you, the Owner(s) of the Property, agree to pay Broker a commission even if you find a tenant or buyer for the Property or if another broker finds a tenant or buyer. If another broker finds a tenant or buyer, you may owe a commission to this other broker, in addition to Broker.

DocuSigned by:

mlorkle

2/29/2024

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(Owner)

(Date)

(Owner)

(Date)





Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing and Anti-Discrimination Disclosure Form

Federal, State and local Fair Housing Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status**. Real estate professionals must also comply with all Fair Housing Laws.

Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by “steering” which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by “blockbusting” which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

YOU HAVE THE RIGHT TO FILE A COMPLAINT

If you believe you have been the victim of housing discrimination you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: www.dhr.ny.gov;
- Stop by a DHR office in person, or contact one of the Division’s offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State’s website https://www.dos.ny.gov/licensing/complaint_links.html
- Stop by a Department’s office in person, or contact one of the Department’s offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

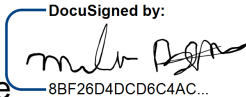
New York State Housing and Anti-Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit <https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by Andrew McCorkle (print name of Real Estate Salesperson/
Broker) of The Gonzalez Property Group (print name of Real Estate company, firm or brokerage)

Moti Bashan
(I)(We) _____

(Buyer/Tenant/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Buyer/Tenant/Seller/Landlord Signature  _____ Date: 2/29/2024

Buyer/Tenant/Seller/Landlord Signature _____ Date: _____

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.



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.

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

The Gonzalez
Property
group

This form was provided to me by Andrew McCorkle (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)
 - 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

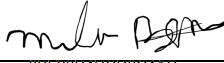
For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

- 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) Moti Bashan acknowledge receipt of a copy of this disclosure

form: signature of { } Landlord(s) and/or { } Tenant(s):

DocuSigned by:

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2/29/2024

Date: _____

Date: _____