APPLICATION FOR APARTMENT - ALL APPLICANTS

Congratulations! You've decided on a NYC Apartment! Please let us know if you have any questions or concerns.

- The following requirements must be submitted along with your completed application. Incomplete Applications will not be processed
- Each Applicant/Guarantor must fill out their own application & submit supporting documents
- Applicant approvals are generally based on income 40x monthly rent, proof of funds, good credit & verifiable references. Guarantors are based on 80x income. Guarantors must be NY resident, submit a separate application and all applicable requirements. Out of State Guarantors are considered on a case by case basis
- Completed applications are typically processed within 1-2 business days.
- JPEG or photo screenshots are not acceptable documents as they don't print or scan well. Please use PDF's

To Submit Application: Please email completed application in a single Email or send link for Google Drive/Dropbox. You may use password protected documents, please email password separately cammi@immacrealty.com

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Please Send Documents in the Order Below:

- ☐ $20.00 *Non-Refundable* Application Fee + $20 each additional applicant (Venmo to @immacrealty)
- ☐ Completed Agency Disclosure Form
- ☐ Employment & Income Verification:
  - Reference letter from Supervisor, HR, and/or CPA
  - Letters Must be dated within 30 days, signed & on company letterhead
  - Must include start date, position, salary/bonuses, other income and representative contact
- ☐ Copy of last 2 years SIGNED Federal tax return forms AND W2 /1099's or other backup
- ☐ Copies of 3 most recent consecutive paystubs or income statements
- ☐ Copies of 2 most recent bank statements – **FULL STATEMENTS ONLY** (No Double-Sided pages)
- ☐ Landlord Reference:
  - Letter from current and previous landlord. Must be dated, signed and on letterhead
  - Must inlcude address, dates of tenancy, rent amounts and rental history. Mention of pets if applicable
- ☐ Color PHOTO of 2 forms of Government issued identification & Social Security card

Download the app using my referral link:
https://get.venmo.com/eorGDpZWzjb

Other Qualifying Documents (If Applicable):

- ☐ Proof of Other Income (Secondary Employment, Social Security/Pension/Annuities/Eligible Programs/Disability Alimony, etc.)
- ☐ **Self Employment Requirements:** 2 years tax returns, 2 consecutive bank statements for both personal and business accounts, brief bio of business/company on letterhead + business card and a CPA letter which should be dated within 30 days, signed and on letterhead. CPA should include name/nature of business, last 2 years income and YTD /projected for current year
- ☐ Investment accounts/Retirement accounts
- ☐ International Applicants: Landlords will require a NY Based Guarantor who meets the requirements.
  International applicants must submit:
  - Visa/Passport, SS if available, US bank statement
  - All available requirements as stated above
  - School enrollment & Form I-20 for international students
- ☐ Proof of School enrollment: Transcript, Schedule and School ID
- ☐ Military paperwork or proof of active duty or enrollment
- ☐ If CHILDREN under the age of 18 are residing in the apartment, please include a copy of their birth certificate & social security card, and ID if there is one
- ☐ Please include a photo of pets along with a vet record. Landlord, Trainer & Day Care references are also helpful

NEW YORK STATE OF OPPORTUNITY.
Division of Licensing Services

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.ny.gov

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

LISTING AGENT REPRESENTS

Landlord's Agent LANDLORD

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 cannot 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 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 CAMMI MARLIN of IMMAC REALTY

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 landlord in this transaction.

(I) (We)_____acknowledge receipt of a copy of this disclosure form:

Signature of ☐ Landord(s) and/or ☑ Tenant(s):

_____ _____

_____ _____

Date:_____ Date:_____

Application for Apartment – Agreement to Lease

$20.00 Non-Refundable Application Fee Must Accompany Application
+ $20.00 Each Additional Applicant

Premises Address:	Apartment #:	Rent:
Date:	Length of Desired Lease:	Lease Beginning:

Are you the (Check One): Applicant: ☐ Guarantor: ☐

BROKER (Other than Immac Realty)

Brokers Name:	Company:
Broker Phone #:	Email:

PERSONAL INFORMATION (One Applicant Per Application)

Applicant's Name:		
Present Address:		Apt #:
City:	State:	ZIP Code:
Work #:	Professional Email:	
Cell #:	Personal Email:	
Applicant's Social Security # :	Date of Birth:	

Are You An American Citizen: Yes: ☐ No: ☐	If No, Please provide Country of origin, Alien Card/Visa # with expiration date: (Please include copies):

Will there be other occupants in this apartment: Yes: ☐ No: ☐
**Additional occupants over age 18 must submit separate application & requirements*

If Yes, Whom?: Name:	Age:	Relationship:
Name:	Age:	Relationship:
Name:	Age:	Relationship:

Will there be any PETS in this apartment? Yes: ☐ No: ☐ If Yes: Name, Sex, Breed, Size, Age, and Color: include Photo & Vet Record.

Will you be playing any musical instruments in this apartment? Yes: ☐ No: ☐ If Yes...
If yes, what kind? For Leisure or Profession?
Hours Per Week: Comments:

Will this be your Primary Residence? Yes: ☐ No: ☐	If No, your Primary Address is:

EMPLOYMENT, INCOME & SCHOOL INFORMATION

Current Employer:	Base Salary/Income:	Bonus/Commissions:
Employer Address:	Self Employed?: ☐	☐
Start Date:	Total Income Last Year:	
Supervisor Name:	Supervisor Phone & Email:	
Position:	Nature of Business:	
Current Student: Yes: ☐ No: ☐	School Attending/Attended:	From To
Major/Field:	Leagues/Clubs/Organizations:	
Other Income or Comments:		

- Please provide supporting documents for all sources of legal income
- Self Employed: Please provide CPA letter, Last 2 Years Tax, 2 Months Banking, Ownership/License/Description of Business
- Students should supply proof of active school enrollment (transcript and/or acceptance letters, 120 form, school ID etc)

CREDIT INFORMATION

Do You Have Established Credit History? Yes: ☐ No: ☐

If No, Please Explain:

How Would You Consider Your Credit Rating: Check One:
Excellent ☐ Very Good ☐ Good ☐ Fair ☐ Bad ☐ Very Bad ☐

If there are negative items on your Credit Report, please explain:

☐

RESIDENCE INFORMATION (*NOTE: THIS INFORMATION MUST BE INCLUDED & WILL BE VERIFIED)

Do you currently RENT or OWN your apartment/house?: Rent	Monthly Rent/Mortgage: $
Mortgage Maintenance/Common Charges: $	
Present Landlord:	Dates at current Address?
Landlord/Managing Agent Phone:	Agent Email:
Are you a Leaseholder? Yes: ☐ No: ☐	Agent Fax #:
Prior Address:	Dates at Prior Address?
Prior Landlord:	Prior Landlord Phone #
Reason for Moving:	
Is Your Rent/Mortgage Current? Yes: ☐ No: ☐	Number of Late Payments:
If No, Please Explain:	
Have you ever broken a Lease? Yes: ☐ No: ☐	If Yes, Please Explain:
Have you ever been evicted or served a non-payment petition? Yes: ☐ No: ☐	
Do you currently have any utility bills in your name? Yes: ☐ No: ☐	
Is there any reason that would prevent you from placing utilities in your name? Yes: ☐ No: ☐	
Are you currently or expecting to go into the Military? Yes: ☐ No: ☐	

If Yes, Department?	Rank:	Term:

Do you know of anything or any reason which may interrupt your ability to pay rent?

Do you smoke? Yes: ☐ No: ☐

Names and apartment #'s of residents in building known by Applicant:

FINANCIAL INFORMATION (Complete Bank Statements Should Accompany Application)

Checking: Bank:	Approx Balance: $
Savings: Bank:	Approx Balance: $
Other: Bank:	Approx Balance: $

Do you currently have a Savings account sufficient to cover 3 month's rent ?:

In the event of an emergency that would prevent you from paying your rent when due if there a relative, person or agency that could assist you with rent payments:

Emergency Contact Name:	Relationship:
Address:	

Home Tel No:	Work Tel No:	Email:

Will a guarantor be necessary? **See Note Below: Yes: ☐ No: ☐ Maybe: ☐

Why?:

If Yes, Whom?	Relationship to Applicant:
Address:	

Home Tel #:	Work Tel # :	Email:

NOTE: Guarantors must be Tri-State relative, with 80x monthly rent or substantial cash/investments.
BOTH APPLICANT(S) & GUARANTOR MUST FILL OUT SEPARATE APPLICATIONS AND SUBMIT ALL REQUIREMENTS.

TERMS AND CONDITIONS:

1. We cannot submit incomplete applications. Please ensure your application is completed prior to submitting, including $20 application fee per applicant.
2. Applications cannot be approved until they are complete and processed. We can not accept "holding deposits" Once your application is approved, a lease must be signed and certified funds received for 1st month rent, 1 month security, and broker commission (if applicable) within 1 business day or the apartment may be put on the market or offered to other applicants.
3. Qualified applications are processed on a 1st come 1st serve basis. We accept multiple applications if they are submitted within 1 business day. If an approved application falls through, we call qualified back up applicants FIRST before re marketing the unit. We do not require an application fee for back up applications unless moving forward.
4. Applicant understands they are not approved for and cannot take possession of the unit until applicant(s) references are investigated, verified and accepted by Landlord, Landlord's Agent and/or Board of Directors, AND until the first month's rent, security, application fees, coop or condo fees and brokerage commissions (if applicable) are paid in full by Certified Funds (Cashiers Checks, Money Orders)
5. Apartments are rented "As is" and unless specifically set forth, the Landlord is not obligated to make any repairs or decorations. All alterations other than "General Prep, Cleaning, or Painting" must be specifically noted in your application
6. If tenant shall intentionally make false representations, omissions or commit fraud, either in their application materials, lack thereof, or orally to induce Landlord into said lease, you are hereby notified that Landlord and Landlord's agent, upon ascertainment thereof, may disqualify & refuse a lease and/or possession to Tenant(s) and elect said lease null and void, or if tenant be in possession, may terminate said lease on five days notice by email and promptly begin legal action. All the provisions of this paragraph shall survive execution and delivery of said lease. Security Deposits, Rent & brokerage commissions may be retained as liquidated damages & for services rendered even if your lease is terminated by the Landlord. Applicant understands that Fraud is illegal, and that instances of Fraud will be reported to the landlord, and/or higher authorities, employers, city agencies, legal counsel. Applicant hereby pre-authorizes disclosure of application materials & supporting documents to various parties that may investigate and/or litigate such claims.
7. **By signing below, Applicant hereby represents all information on this application is true and complete and hereby authorizes verification & investigation of all employment, education, bank, income, debt, credit screening and social information for rental consideration, identity verification, income verification and/or for collection purposes, should that become necessary. The Applicant also understands that the rental agency that will process my application will use CORE LOGIC SAFE RENT credit screening company to process a credit check and Immac Realty LLC will appear on the inquiries section of applicant's credit report. The application fee is to cover administration services and processing costs. $9.44 is applied to Credit Reporting services**
8. **By signing below, Applicant understands that the application fee is non-refundable even if their application is rejected. Applicant understands they have the right to request a FREE copy of their credit report from CORE LOGIC SAFE RENT or from www.annualcreditreport.com**
9. Broker Fee Paid By: Landlord ☐ Tenant ☐ **By signing below you agree that you are seeking the rental of an apartment in New York City and that you are retaining the services of IMMAC REALTY LLC for that purpose You and IMMAC REALTY agree that IMMAC REALTY will be entitled to the entire brokerage commission, which shall be due in the form of certified funds upon your execution of a lease for an apartment for which you are submitting an application. The Brokerage Commission due to Immac Realty LLC is non-refundable and is in addition to any non-refundable Brokerage Commissions that may be charged by other agents representing you for their services.. By signing below you understand that you have authorized IMMAC REALTY to act as yours and/or Landlord's agent for the procurement of said apartment. You also confirm a NYS Department of State Agency Disclosure has been provided to you, understood and signed in agreement by you at the time of or prior to submission of this application and prior to any application fees, rent, security or brokerage commissions paid by you, which are legal, binding and non-refundable.**
10. **Immac Realty LLC is commited to Fair Housing Pledge and Anti Discrimination**

	https://dos.ny.gov/system/files/documents/2021/08/fairhousingnotice.pdf

Date: _____

_____

Signature of Applicant

Print Name:

Your current Address:

_____ _____

Immac Realty | Licensed Real Estate Broker
143 West 69th Street Suite 1A New York, NY 10023
TEL 347-525-2020 FAX 212.937.5292 cammi@immacrealty.com
IMMACREALTY.COM

Kathy Hochul
Governor

NEW YORK STATE OF OPPORTUNITY.

Division of Licensing Services

Rossana Rosado
Secretary of State

A Division of the New York Department of State

NYS HOUSING AND ANTI-DISCRIMINATION NOTICE

Federal, State and Local Fair Housing and Anti-discrimination Laws protect individuals from housing discrimination. ***It is unlawful*** *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.***

THE FOLLOWING ARE SOME EXAMPLES OF POTENTIAL FAIR HOUSING VIOLATIONS:

- Refusing to rent, sell or show a property based on a potential tenant or purchaser's protected characteristic.
- Quoting a higher price to a purchaser or renter because of the potential purchaser or tenant's protected characteristic.
- Refusing to rent to a tenant who has children or increasing a security deposit based on the number of children who will be living in the apartment.
- Steering prospective tenants or purchasers to certain neighborhoods based on any protected characteristics.
- Refusing to rent to a potential tenant because of their source of income, including but not limited to, Section 8 vouchers or other government subsidies.
- Refusing to waive a "no pet" policy for tenants that require a service, assistance or emotional support animal.
- Discriminating at the direction of a seller or landlord or because it is the preference of a seller or landlord.
- Refusing to rent to a renter who is a victim of domestic violence.

YOU HAVE THE RIGHT TO FILE A COMPLAINT

- New York State, Department of State: (518) 474-4429
- New York State, Division of Human Rights: (844) 862-8703

ALBANY OFFICE: One Commerce Plaza, 99 Washington Avenue, P.O. Box 22001, Albany, NY 12201-2001
• Customer Service: (518) 474-4429 • Website: https://dos.ny.gov • E-Mail: licensing@dos.ny.gov

REGIONAL OFFICES:
• BINGHAMTON • BUFFALO • HAUPPAUGE • NEW YORK CITY • UTICA

This sign must be prominently posted in all real estate broker offices and at all public open houses.