TENANT AGENT AGREEMENT

This is an agreement made between "Immac Realty LLC" (Broker) and

_____ ("Tenant(s), aka Applicant(s), Co- Applicant(s) Client(s)")

Tenant(s) above hereby engage Immac Realty LLC, to represent you, the Tenant(s) et al, as your real estate broker, known as a Tenant's Agent and/or Dual Agent to secure a rental property, whether it is a lease, lease assignment or sublease. This agreement shall remain in effect for 180 days from the date of your signature below and apply when you sign a lease or sublease for a unit we inform you of and/or show you in person or via video tour.

You understand that the brokerage fee (the "Commission") charged by Immac Realty is payable by you for the aforesaid services is as follows:

A. When you sign this agreement, you understand that you are NOT bound to our services and may sign a lease for a unit ***we did not inform you about and/or show you*** without liability to Immac Realty.

B. When we are the Exclusive Listing Agent for unit that is listed on the Open Market, aka Landlord's Agent, you may view and rent our NO FEE LISTINGS and it will be NO FEE to you, the Landlord has hired Immac Realty and will be paying the Broker Commission to Immac Realty. If you choose this type of Listing, Immac Realty may be acting as Landlord's Agent and Dual Agent.

C. Not all Landlord's hire exclusive brokers, list their units or pay Broker Fees. These are called "Open Listings". Our resources and services can open up rental options & secure your apartment. Landlords and Agents do not have agreements for these listings, Agent's do not represent the landlords - so Agents must "Collect Their Own Fee" which is the responsibility of you, the Tenant(s)/ Client(s).

D. When you hire us as a Tenant's Agent, you will be responsible for the commission to Immac Realty. The broker commission is due when you sign a 12 months + lease in a rental building, complex, or a unit in a condo, or co-op building, shown by Immac Realty, **THE BROKER COMMISSION IS 1 MONTH RENT.** The listing may be "ON or OFF" the market.

E. WHEN the Landlord offers to pay the Broker Commission, this may offset the commission you are responsible for. This is called an "OP, or Owner Pays" This does not automatically apply and is listing specific. When offered, we can **ONLY** charge the Landlord and collect a commission when you apply and sign a lease through our firm. If/When the "OP" is Less than 1 Month's Rent, Tenant(s) will be required to pay the difference to equal a commission of 1 month's rent. This can apply when we represent you as a Tenant's Agent or a Dual Agent. We will inform you of listing specific fees prior to viewing.

F. If you would like brokerage services to buy or sell a property, the Broker Commission is 3% of the listing price to our firm. In many cases, the Seller may still be willing to cover the Buyer's Broker Commission in addition to Seller's Broker Commission.

G. You agree to inform us of units you are viewing and/or applying on your own to avoid duplicity

Address & Unit Shown	Date	Fee	Initial

You acknowledge that real estate brokerage commissions are not set by law and are fully negotiable. You are not required to hire Immac Realty or any broker to rent an apartment. The decision to enter into this agreement is voluntary and renting any apartment is not conditioned upon hiring Immac Realty. By signing below, you are choosing to engage Immac Realty as your tenant's agent under the terms described in this agreement, and you agree to pay Immac Realty a brokerage commission for services rendered. Immac Realty will, if requested, list the apartments and units that have been shown to you by Immac Realty, in the space provided or, if delivered digitally, in an attached addendum to this agreement and/or email. You and Immac Realty agree that Immac Realty will be entitled to the entire Commission, which you shall pay by certified check, upon the earlier of: (1) your execution of a lease for an Apartment or Unit subject to this Agreement or (2) your occupancy in an Apartment or Unit subject to this Agreement. If the lease requires third-party approval (e.g., from the building's managing agent, the landlord, or a board of directors) and such third party does not grant its approval, Immac Realty shall refund the full Commission to you. You understand that in the event that you (i) rent an Apartment in a rental building or complex shown to you by Immac Realty, or (ii) rent a specific condominium or co-operative Unit shown to you by Immac Realty through the services of a broker other than Immac Realty or through the landlord directly, you will still be responsible for paying the entire Commission to Immac Realty, even if the Apartment or Unit was originally described to you as "no fee," because the owner of such Apartment or Unit would have paid Immac Realty a fee had you rented such Apartment or Unit through Immac Realty. Brokerage Commissions are non-refundable. Immac Realty's liability to you in connection with any claim that you may have arising from the services provided to you by Immac Realty shall be limited (to the extent permitted by law) to the amount of the Commission paid by you to Immac Realty.

In the event that you (including any person or entity related to you, acting on your behalf, or any person or entity on whose behalf you are acting) purchase a property that Immac Realty showed you, you shall pay Immac Realty a sales commission equal to 3% of the total price of the property at the time of closing, unless such sales commission is paid by the seller of said property, in which case any amounts paid by the seller shall be credited against your obligation to pay such amount.

In the event of your default under this Client Registration/Fee Agreement in connection with a rental transaction, you shall be liable to pay the full commission as stated above based on the length of the lease you entered into as well as all legal fees incurred by Immac Realty to enforce the terms of this agreement. In the event that either you or Immac Realty undertakes any legal action to enforce its rights under this Agreement, the prevailing party in such action shall be entitled to reimbursement of its reasonable and documented legal fees, court costs, and other related expenses from the other party.

You acknowledge that in certain instances Immac Realty may receive additional compensation from the owner/landlord of the property. Such compensation will be disclosed to you and, under certain limited circumstances (but not in all cases), may offset the Commission that you have agreed to pay Immac Realty pursuant to the terms of this Client Registration/Fee Agreement.

You understand that other potential lessees may consider, make offers on or lease through Immac Realty for the same or similar properties as you are seeking to lease. You consent to Immac Realty's representation of such other potential lessees before, during and after the expiration of this agreement as they are separate transactions. You understand that Immac Realty also represents landlords. If Immac Realty represents the landlord of a property it shows you, Immac Realty's simultaneous representation of you and such landlord would constitute dual agency with respect to that property. You hereby acknowledge that you have discussed the ramifications of dual agency with your Immac Realty agent, that you understand its meaning, and that you consent to such dual agency.

By signing below, you understand that you have authorized Immac Realty to work with you for the procurement of an apartment.

Name(s): _____

Signature: _____ Date:_____

Address: _____

Phone: _____ Email: _____

Tell Us More About You:

Applicant: _____

Employer: _____

Position: _____

Dates: _____

School: _____

Dates: _____

Annual Income: 2026 _____

2025 _____ 2024 _____

Credit: Excellent ☐ Good ☐ Fair ☐ Not Established: ☐ Bad: ☐

Bank Balances:

Checking: _____

Savings: _____

Investment: _____

Retirement: _____

Co Applicant: _____

Employer: _____

Position: _____

Dates: _____

School: _____

Dates: _____

Annual Income: 2026 _____

2025 _____ 2024 _____

Credit: Excellent ☐ Good ☐ Fair ☐ Not Established: ☐ Bad: ☐

Bank Balances:

Checking: _____

Savings: _____

Investment: _____

Retirement: _____

Tell Us About your Search:

Budget: _____ Move Date: _____

Neighborhoods: _____

Pets: _____ Instruments: _____

Tell Us About your Search:

Budget: _____ Move Date: _____

Neighborhoods: _____

Pets: _____ Instruments: _____

Additional Notes or Criteria:

_____

_____

_____

_____

We look forward to working with you!

Cammi Marlin

Immac Realty

Licensed Real Estate Broker

143 West 69th St 1A NY NY 10023

347-525-2020

cammi@immacrealty.com

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: _____