



RESIDENTIAL LEASE APPLICATION

(Each Adult Applicant and Guarantor Must Complete a Separate Application)

Building _____ Apt. No. _____ Apt. Type _____ Monthly Rent _____ Security _____

Requested Lease Start Date _____ Lease Term: 1 yr 2 yr

Check one: Prospective Tenant/Leaseholder Guarantor Occupant/Roommate

PERSONAL HISTORY

Name of Applicant: _____ Social Security No.: _____ DOB: _____

Daytime Phone No.: _____ Mobile No.: _____ Work No.: _____

Email: _____

Other Names You have Used in the Past: _____

Legal Basis for presence in US: US Citizen Permanent Resident (green card) Temporary Resident (no green card)

If Guarantor, describe relationship to Applicant: _____

RENTAL/RESIDENCE HISTORY

I. Current Address: _____ Circle: Own/Rent Dates: _____

Manager/Landlord: _____ Manager/Landlord Phone: _____

Reason for Leaving: _____ Was rent paid in full? _____

II. Previous Address: _____ Circle: Own/Rent Dates: _____

Manager/Landlord: _____ Manager/Landlord Phone: _____

Reason for Leaving: _____ Was rent paid in full? _____

EMPLOYMENT HISTORY

Employer: _____ How Long: _____ Occupation: _____

Address: _____ Work Email: _____ Position: _____

Annual Income: _____ Supervisor's Name: _____ Supervisor's Phone: _____

Other Income/Source (Proof of Income may be required): _____ Amount: _____

**Letter from employer on company letterhead verifying income is required. If self-employed, letter from CPA verifying income is required. **

REFERENCES

Savings Bank: _____ Acct #: _____ Name on Acct: _____

Address: _____

Checking Bank: _____ Acct #: _____ Name on Acct: _____

Address: _____

CPA: _____ Firm: _____ Phone: _____

Address: _____

Attorney: _____ Firm: _____ Phone: _____

Address: _____

EMERGENCY CONTACT

Name: _____ Address: _____ Phone: _____ Relationship: _____

Name: _____ Address: _____ Phone: _____ Relationship: _____

GENERAL INFORMATION

List Names and Birth Dates of ALL Additional Occupants 18 years or older (but will not be on the lease): (Occupancy is limited to individuals listed) _____

List Names and Birth Dates of ALL Additional Occupants 18 years or younger (Occupancy is limited to individuals listed) _____

Names and ages of visiting children: _____

Are you applying for consent to have a pet? Yes Type _____ Breed _____ Weight _____
 No

****Permitted weight up to fifty (50) lbs. (fully grown) – maximum permitted: 1 dog or 2 cats. ****

Have you ever rented from Rockrose? _____ If so, when? _____ Building _____
Apt # _____

Have you ever broken a lease to an apartment? Yes No *If so, explain* _____

Have you ever been evicted from an apartment? Yes No *If so, explain* _____

Have you ever been sued for damages to an apartment? Yes No *If so, explain* _____

Have you been in Landlord-Tenant court? Yes No *If so, explain* _____

Have you ever filed for bankruptcy? Yes No *If so, explain* _____

Do you have any outstanding judgments? Yes No *If so, explain* _____

Have you ever been charged with a crime? Yes No *If so, explain* _____

Have you ever been convicted of a felony or misdemeanor? Yes No *If so, explain* _____

How did you find this apartment? NY Times Ad Word of Mouth Signs/Billboards
 Website (List Website) _____ Other Advertising Publication _____
 Broker (List Company and Broker Name) _____
 Other _____

ADDITIONAL INFORMATION

Please provide any additional information that you believe will assist us in evaluating your stability as a prospective tenant. This includes but is not limited to facts that reflect your character as well as activities or events that may impact the owner’s decision to rent to you in a negative manner, such as allegations of professional or other misconduct in violation of law or adverse legal determinations.

By signing this application, I represent, warrant, confirm and agree that:

1. **Credit History and Other Information.** Rockrose Development Corp. as agent for landlord (“Rockrose”) is authorized to obtain a credit history and other information about me (including employment, income, and asset information and any criminal history) through its own investigation and from others. Anyone receiving a request is authorized to provide information to Rockrose without liability to me.
2. **Fair Credit Reporting Act Notice.** Rockrose has disclosed to me that the investigation described above may include Rockrose’s requesting a credit report which would investigate my character, general reputation, personal characteristics and mode of living. Rockrose has advised me that I have the right to request, within a reasonable period of time after I sign this Application, a complete and accurate disclosure of the nature and scope of the investigation requested as well as a written summary of the rights of the consumer prepared pursuant to section 602(c) of the Fair Credit Reporting Act.
3. **Approval.** Application approval is at Rockrose’s discretion (except Rockrose is committed to honoring all applicable equal housing opportunity laws.) Even if this Application is approved, there will be no lease agreement unless and until Rockrose’s form of lease and related documents have been fully signed and delivered by all parties.
4. **Fee Non-Refundable.** All application fees are non-refundable (whether or not this Application is approved.)
5. **Availability and Start Date.** Rockrose is not responsible for any changes in the availability of the Apartment or any change or delay in the lease start date.
6. **No Alterations to Apartment.** Among other things, the lease will not permit me to make changes to the Apartment without Rockrose’s prior written consent.
7. **Dispute Resolution.** Any dispute between Rockrose and the undersigned is to be resolved by the New York Courts (in New York County) applying New York Law (except as may be provided otherwise by a non-waivable provision of Federal Law).
8. **Legal Capacity.** I am at least 18 years old and all representations made in full Application are true, accurate and complete under the penalties of perjury. All information material or necessary for the evaluation of this Application has been declared or has been authorized to be obtained by the owner or its agent. Any material omission or misrepresentation of fact in this application will prompt the owner to reject this application or terminate any lease granted upon the basis of this Application.

Applicant

Witness

NOTICE TO TENANTS & PROSPECTIVE TENANTS REGARDING TENANT SCREENING REPORTS

YOU, AS A TENANT OR PROSPECTIVE TENANT, HAVE SUBMITTED A RENEWAL OR INITIAL APPLICATION TO LEASE APARTMENT ___ IN THE BUILDING LOCATED AT _____, N.Y.:

1. THE INFORMATION THAT YOU PROVIDED TO THIS OFFICE IN CONNECTION WITH A RENEWAL OR INITIAL APPLICATION TO LEASE AN APARTMENT, INCLUDING BUT NOT LIMITED TO YOUR NAME, ADDRESS, CONTACT INFORMATION, SOCIAL SECURITY NUMBER, EMPLOYMENT HISTORY, RENTAL HISTORY OR OTHER INFORMATION PERTINENT TO ENTERING INTO A LEASE, MAY BE USED TO OBTAIN A TENANT SCREENING REPORT. THE NAME AND ADDRESS OF THE CONSUMER REPORTING AGENCY WHICH MAY BE USED TO OBTAIN SUCH TENANT SCREENING REPORT IS:

Experian Consumer Assistance
701 Experian Parkway
P.O. Box 2002
Allen, TX 75013
Phone: 888-397-3742
www.experian.com/reportaccess

2. PURSUANT TO FEDERAL AND STATE LAW:
 - A. IF THIS OFFICE TAKES ADVERSE ACTION AGAINST YOU BASED ON INFORMATION IN A TENANT SCREENING REPORT, THIS OFFICE MUST NOTIFY YOU THAT ADVERSE ACTION WAS TAKEN AND SUPPLY THE NAME AND ADDRESS OF THE CONSUMER REPORTING AGENCY THAT PROVIDED THE TENANT SCREENING REPORT; AND
 - B. IF ADVERSE ACTION IS TAKEN AGAINST YOU BASED ON INFORMATION IN A TENANT SCREENING REPORT, YOU HAVE THE RIGHT TO RECEIVE AND TO INSPECT A FREE COPY OF SUCH TENANT SCREENING REPORT BY CONTACTING THE CONSUMER REPORTING AGENCY. YOU ARE ENTITLED TO ONE FREE TENANT SCREENING REPORT FROM EACH NATIONAL CONSUMER REPORTING AGENCY ANNUALLY, IN ADDITION TO A CREDIT REPORT THAT SHOULD BE OBTAINED FROM WWW.ANNUALCREDITREPORT.COM
3. YOU MAY DISPUTE INACCURATE OR INCORRECT INFORMATION CONTAINED IN A TENANT SCREENING REPORT DIRECTLY WITH THE CONSUMER REPORTING AGENCY.

VERY TRULY YOURS,

ROCKROSE DEVELOPMENT CORP.

I ACKNOWLEDGE RECEIPT OF THIS NOTICE ON THIS ____ DAY OF ____, 20__.

SIGNATURE

PRINT NAME

NOTICE ABOUT TENANT SCREENING REPORTS

We may use information you provide to us in your application to obtain a tenant screening report. We will contact the following consumer reporting agencies to obtain the report:

TenantAlert
11693 San Vicente Blvd. # 165
Los Angeles, CA 90049
866-272-8400

State and federal law require us to notify you if we do not lease or rent to you based on information in that report. You also have the right to dispute the accuracy of the information in the report directly with the consumer reporting agency.

You also are entitled to receive one free credit report every 12 months from each of the nationwide consumer credit reporting companies: Equifax, Experian, and TransUnion. You can request this free credit report through the website:

<http://www.annualcreditreport.com>

You may dispute the accuracy of any information about you that is contained in such report directly with the credit reporting agency.

Notice is in accordance to the New York Tenant Fair Chance Act, New York Department of Consumer Affairs, the Administrative Code of the City of New York, and the New York City Charter.

- End Notice -



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.

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 _____ (print name of licensee) of _____

(print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

- | | |
|---|---|
| <input type="checkbox"/> Landlord as a (check relationship below) | <input type="checkbox"/> Tenant as a (check relationship below) |
| <input type="checkbox"/> Landlord's agent | <input type="checkbox"/> Tenant's agent |
| <input type="checkbox"/> Broker's agent | <input type="checkbox"/> Broker's agent |
| <input type="checkbox"/> Dual agent | |
| <input type="checkbox"/> Dual agent with designated sales agent | |

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

- Advance informed consent dual agency
- Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the tenant; and _____ is appointed to represent the seller in this transaction.

(I) (We) _____ acknowledge receipt of a copy of this disclosure

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

Date: _____

Date: _____