

**Rental Application
Equal Housing Opportunity**

The undersigned hereby makes an application to rent the following property (please insert the property address being applied for):

Agent applicant is working with _____
Anticipated move date of: _____ at a monthly rent of \$ _____ and security deposit of \$ _____.

PLEASE TELL US ABOUT YOURSELF:

Full Name: _____ Home Phone: (____) _____
Date of Birth: _____ Social Security # _____
Email Address: _____ Alt Phone: _____
Co-Applicant Name: _____
Co-Applicant Date of Birth: _____ Social Security #: _____
Names of Dependents: _____ Dependents Date of Birth: _____
List All Pets: _____

PLEASE GIVE RESIDENTIAL HISTORY (LAST 3 YEARS)

Current Address: _____ Apt # _____ City, State _____ Zip: _____
Month/ Year Moved In: _____ Reasons for Leaving _____ Rent Amount: _____
Owner/ Agent: _____ Phone (____) _____
Previous Address (last 3 years) _____
Owner/ Agent: _____ Phone (____) _____

PLEASE DESCRIBE YOUR CREDIT HISTORY:

Have you declared bankruptcy in the last seven (7) years? Yes _____ No _____
Have you ever been evicted from a rental residence? Yes _____ No _____
Have you had two or more late rental payments in the last year? Yes _____ No _____
Have you ever willfully or intentionally refused to pay rent when due? Yes _____ No _____

PLEASE PROVIDE YOUR EMPLOYMENT HISTORY:

Your Status: ___ Full Time ___ Part Time ___ Student ___ Unemployed
Employer: _____
Dates employed: _____ Employed as: _____
Supervisor Name: _____ Phone (____) _____
Salary \$ _____ per _____
If employed less than 12 months, give name & phone of previous employer or school:

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

Amount \$ _____ Source/ Contact Name: _____

PLEASE LIST YOUR REFERENCES:

Banking Accounts:
Name: _____ Type of Account: _____ Account #: _____
Name: _____ Type of Account: _____ Account #: _____

Personal Reference or Emergency Contact:

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

Driver's License:

Applicant's Driver's License Number: _____ State: _____

Vehicle Information:

Make/ Model: _____ Year: _____ License Plate Number: _____

ADDITIONAL INFORMATION:

Please give any additional information that might help owner/ management evaluate this application:

Where may we reach you to discuss this application?

Day Phone # (____) _____ Night Phone # (____) _____

I hereby apply to lease the above described premises for the specified term upon the set conditions above set forth. I agree that the rental is to be payable the first of each month in advance. As an inducement to the owner of the property and to the agent to accept this application, I warrant that all statements above set forth are true; however, should any statement made above be a misrepresentation or not a true statement of facts, all the deposit will be retained to offset the agent's cost, time and effort in processing my application.

I hereby deposit \$_____ as earnest money to be refunded to me if this application is not accepted in 3 business banking days. Upon acceptance, this deposit shall be retained as part of the security deposit. When so approved and accepted, I agree to execute a lease for _____ months before possession is given and to pay owner or agent, the deposit will be refunded, the application hereby waiving any claim for damages by reason of non-application, an investigative consumer report may be prepared whereby information is obtained through personal interviews with others with whom I may be acquainted. This inquiry does include information as to my character, general reputation, personal characteristics and mode of living.

The above information, to the best of my knowledge, is true and correct

Please sign: _____
Applicants Name Date

Please sign: _____
Co-Applicants Name Date

**Authorization
Release of Information**

I authorize an investigation of my credit, tenant history, banking and employment for the purposes of renting a house, apartment, or condominium from this owner/ manager.

Name (please print and sign) Date: _____

Co Applicant Name (please print and sign) Date: _____

APPLICANT: PLEASE DO NOT WRITE BELOW (FOR OFFICE USE ONLY)

Deposit of \$ _____ Received by: _____ Date: _____

Office Notes:

My Townhome
1500 South Blvd., Suite 101-B
Charlotte, NC 28203
Phone: 704-377-4567 Fax: 704-377-4588
tj@mytownhome.com

WORKING WITH REAL ESTATE AGENTS (LEASE TRANSACTIONS)

*NOTE. This form is designed for use by agents working with landlords and/or tenants. It is similar, but not identical, to the "Working with Real Estate Agents" brochure published by the NC Real Estate Commission (available in letter-length format as NCAR Standard Form #520), which **must** be used by agents working with sellers and/or buyers.*

When leasing real estate, you may find it helpful to have a real estate agent assist you. Real estate agents can provide many useful services and work with you in different ways. In some real estate transactions, the agents work for the landlord. In others, the landlord and tenant may each have agents. And sometimes the same agents work for both the landlord and the tenant. It is important for you to know whether an agent is working for you as **your** agent or simply working **with** you while acting as an agent of the other party.

This brochure addresses the various types of working relationships that may be available to you. It should help you decide which relationship you want to have with a real estate agent. It will also give you useful information about the various services real estate agents can provide landlords and tenants, and it will help explain how real estate agents are paid.

LANDLORDS

Landlord's Agent

If you are leasing real estate as a landlord, you may want to "list" your property for lease with a real estate firm. If so, you will sign a "listing agreement" authorizing the firm and its agents to represent you in your dealings with tenants as your *landlord's agent*. You may also be asked to allow agents from other firms to help find a tenant for your property.

Be sure to read and understand the listing agreement before you sign it.

Duties to Landlord: The listing firm and its agents must • promote your best interests • be loyal to you • follow your lawful instructions • provide you with all material facts that could influence your decisions • use reasonable skill, care and diligence, and • account for all monies they handle for you. Once you have signed the listing agreement, the firm and its agents may not give any confidential information about you to prospective tenants or their agents without your permission so long as they represent you. But **until you sign the listing agreement, you should avoid telling the listing agent anything you would not want a tenant to know.**

Services and Compensation: To help you lease your property, the listing firm and its agents will offer to perform a number of services for you. These may include • helping you price your property • advertising and marketing your property • giving you all required property disclosure forms for you to complete • negotiating for you the best possible price and terms • reviewing all written offers with you and • otherwise promoting your interests.

For representing you and helping you lease your property, you will pay the listing firm a commission or fee. The listing agreement must state the amount or method for determining the commission or fee and whether you will allow the firm to share its commission with agents representing the tenant.

Dual Agent

You may even permit the listing firm and its agents to represent you **and** a tenant at the same time. This "dual agency relationship" is most likely to happen if an agent with your listing firm is working as a *tenant's agent* with someone who wants to lease your property. If this occurs and you have not already agreed to a dual agency relationship in your listing agreement, your listing agent will ask you to sign a separate agreement or document permitting the agent to act as agent for both you and the tenant.

It may be difficult for a *dual agent* to advance the interests of both the tenant and landlord. Nevertheless, a dual agent must treat tenants and landlords fairly and equally. Although the *dual agent* owes them the same duties, tenants and landlords can prohibit *dual agents* from divulging **certain** confidential information about them to the other party.



North Carolina Association of REALTORS®, Inc.

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If you choose the "dual agency" option, remember that since a dual agent's loyalty is divided between parties with competing interests, it is especially important that you have a clear understanding of • what your relationship is with the *dual agent* and • what the agent will be doing for you in the transaction.

TENANTS

When leasing real estate as a tenant, you may have several choices as to how you want a real estate firm and its agents to work with you. For example, you may want them to represent only you (as a **tenant's agent**). You may be willing for them to represent both you and the landlord at the same time (as a **dual agent**). Or you may agree to let them represent only the landlord (**landlord's agent** or **subagent**). Some agents will offer you a choice of these services. Others may not.

Tenant's Agent

Duties to Tenant: If the real estate firm and its agents represent you, they must • promote your best interests • be loyal to you • follow your lawful instructions • provide you with all material facts that could influence your decisions • use reasonable skill, care and diligence, and • account for all monies they handle for you. Once you have agreed (either orally or in writing) for the firm and its agents to be your *tenant's agent*, they may not give any confidential information about you to landlords or their agents without your permission so long as they represent you. But **until you make this agreement with your tenant's agent, you should avoid telling the agent anything you would not want a landlord to know.**

Unwritten Agreements: To make sure that you and the real estate firm have a clear understanding of what your relationship will be and what the firm will do for you, you may want to have a written agreement. However, some firms may be willing to represent you and assist you for a time as a *tenant's agent* without a written agreement. But if you decide to make an offer to lease a particular property, the agent must obtain a written agency agreement. If you do not sign it, the agent can no longer represent and assist you and is no longer required to keep information about you confidential. Furthermore, if you later lease the property through an agent with another firm, the agent who first showed you the property may seek compensation from the other firm.

Be sure to read and understand the agency agreement before you sign it.

Services and Compensation: A *tenant's agent* will perform a number of services for you. These may include helping you • find a suitable property • arrange financing • learn more about the property • prepare and submit a written offer to the landlord and • otherwise promote your best interests. A tenant's agent can be compensated in different ways. For example, you can pay the agent out of your own pocket. Or the agent may seek compensation from the landlord or listing agent first, but require you to pay if the listing agent refuses. Whatever the case, be sure your compensation arrangement with your *tenant's agent* is spelled out in a tenant agency agreement before you make an offer to lease property and that you carefully read and understand the compensation provision.

Dual Agent

You may permit an agent or firm to represent you **and** the landlord at the same time. This "dual agency relationship" is most likely to happen if you become interested in a property listed with your *tenant's agent* or the agent's firm. If this occurs and you have not already agreed to a dual agency relationship in your tenant agency agreement, your *tenant's agent* will ask you to sign a separate agreement or document permitting him or her to act as agent for both you and the landlord. It may be difficult for a *dual agent* to advance the interests of both the tenant and landlord. Nevertheless, a dual agent must treat tenants and landlords fairly and equally. Although the dual agent owes them the same duties, tenants and landlords can prohibit *dual agents* from divulging certain confidential information about them to the other party.

If you choose the "dual agency" option, remember that since a *dual agent's* loyalty is divided between parties with competing interests, it is especially important that you have a clear understanding of • what your relationship is with the *dual agent* and • what the agent will be doing for you in the transaction. This can best be accomplished by putting the agreement in writing at the earliest possible time.

Landlord's Agent Working With a Tenant

If the real estate agent or firm that you contact does not offer tenant agency or you do not want them to act as your tenant's agent, you can still work with the firm and its agents. However, they will be acting as the *landlord's agent* (or "subagent"). The agent can still help you find and lease property and provide many of the same services as a *tenant's agent*. The agent must be fair with you and provide you with any "material facts" (such as a leaky roof) about properties.

But remember, the agent represents the landlord - not you - and therefore must try to obtain for the landlord the best possible price and terms for the landlord's property. Furthermore, a *landlord's agent* is required to give the landlord any information about you (even personal, financial or confidential information) that would help the landlord in the lease of his or her property. Agents must tell you *in writing* if they are *landlords' agents* before you say anything that can help the landlord. But **until you are sure that an agent is not a landlord's agent , you should avoid saying anything you do not want a landlord to know.**

Landlords' agents are compensated by the landlords.

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This is not a contract

By signing, I acknowledge that the agent named below furnished a copy of this brochure and reviewed it with me.

THE NORTH CAROLINA ASSOCIATION OF REALTORS, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Tenant _____ Date _____

My Townhome Realty / My Home Leasing _____

Firm Name

Agent Name and License Number

Disclosure of Landlord Subagency

When showing you property and assisting you in leasing a property, the above agent and firm will represent the LANDLORD. For more information, see "Landlord's Agent Working with a Tenant" in the brochure.

Tenant's Initials Acknowledging Disclosure: _____

Agents must retain this acknowledgment for their files.