

COMPASS

Non-Exclusive Tenant Representation Agreement

This Non-Exclusive Tenant Representation Agreement (“Agreement”) is by and between ___Georgia Deane___ (“Tenant”) and Compass RE NY, LLC dba Compass (“Compass” together with “Tenant”, the “Parties”).

1. **Appointment.** Tenant hereby appoints Compass and Compass Agents ___Udi Eliasi___ as one of Tenant's non-exclusive agents for the purpose of assisting Tenant in locating and renting an apartment in New York City during the Term (defined below). Tenant agrees to inform Compass of any properties of interest and inquiries to Compass. Tenant may also work with other real estate brokers, agents, or licensees, management companies, or landlords during the Term (defined below).
2. **Tenant Relationship with Another Broker.** Tenant represents that Tenant may be subject to other Non-Exclusive Tenant Representation Agreements with other brokers or agents for the Property. Tenant may enter into other such agreements or relationships with other agents or brokers during the Term (defined below).
3. **Term.** This Agreement is effective as of the date of full execution through and including ___30 days (the “Term”), unless extended by mutual written agreement of both Parties. If, prior to the expiration of this Agreement, Tenant has entered into a Lease Agreement for a Property, the ending date of this Agreement shall be extended to the receipt by Broker of the fully paid commission as outlined in this Agreement. Tenant agrees to pay Compass a commission per section 6 of this Agreement if Tenant or any person or related entity acting for or with Tenant enters into a Lease Agreement for a Property identified or shown by Compass to Tenant during the Term, within six (6) months after the expiration of this Agreement.
4. **Tenant’s Representations and Warranties.** Tenant agrees to (i) timely consider properties selected by Compass or Tenant, (ii) submit through Compass any offers to rent a property if Compass is the procuring cause, and (iii) provide accurate and relevant personal information to Compass. Tenant also agrees to act in good faith toward the completion of any rental agreement regarding a Property entered into in furtherance of this Agreement. Tenant understands and agrees that Tenant must take steps to protect itself, including by investigation of information and discovery of the legal, practical, and technical implications of discovered or disclosed facts. Tenant agrees to read all documents provided to Tenant.
5. **Compass’ Representations and Services.** Compass agrees to use reasonable efforts to (i) locate suitable property for the Tenant, (ii) negotiate terms of rental that are acceptable to the Tenant, and (iii) assist the Tenant throughout the transaction and represent the Tenant’s best interests when acting as the Tenant’s agent.
6. **Compensation.**
 - 6a. **Tenant understands and agrees that real estate commissions are not set by law and are fully negotiable.** Compass shall first seek the Commission from the landlord if any commission is being offered by the landlord. If obtained, such amount

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shall be credited to the amount of the Commission that Tenant is required to pay per Section 6(b). If such a fee cannot be obtained in whole or in part from the landlord, Tenant agrees to pay Compass the Commission, or the difference between the amount offered by the landlord and the Commission, at the time of closing. Tenant further agrees that Compass may retain any compensation offered by a landlord and in excess of the Commission recited herein.

6b.

Lease Duration	Commission
Up to two months	½ months rent
Two to six months	1 month's rent
Greater than six months	_____ 1 - month rent _____

6c. You understand that in the event You sign a lease agreement for six (6) months or less and extend Your lease agreement, causing the overall duration of your stay to increase, You acknowledge and agree to pay an additional commission to Compass no later than the date of extension, equal to the balance of the full commission based on the extended lease duration, minus the previous commission paid by You.

6d. Please note that if You, anyone acting on your behalf, or anyone on whose behalf You are acting, rents an apartment or unit to which an Agent of Compass has directed you to within a six (6) month period from the date of this Agreement, or if You rent an apartment or unit in a building, complex, or property to which Compass has directed You, whether or not You saw the specific apartment or unit with a Compass Agent, then in either event You agree to pay Compass the applicable commission as outlined above.

6e. If Tenant buys a Property during the Term and Compass is the procuring cause, Tenant agrees to pay Compass a commission equal to 3%.

Other Tenants. Other potential tenants may be interested in the same properties as Tenant. It is agreed that Compass may represent such other potential tenants, whether such representation arises prior to, during, or after the termination of this Agreement. In any such situation, Tenant understands that Compass will not disclose to any other potential tenant the terms of the Tenant's offer or any other confidential information concerning the Tenant, and also will not disclose to Tenant the terms of any other tenant's offer or any confidential information concerning the other tenant(s).

7. **Arbitration.** All fee disputes, claims, or controversies arising out of or related to this Agreement shall, upon demand of either party, be submitted for binding arbitration, to the

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American Arbitration Association (AAA) or, upon mutual agreement, to another dispute resolution service. All proceedings will be conducted at a location in New York chosen by the arbitrator. Reasonable attorneys' fees and costs shall be awarded to the generally prevailing party in the arbitration.

8. **Compliance with Law.** The Parties agree that each will act in compliance with the fair housing laws of the United States and the State of New York and that neither will participate in discriminatory practices or ask or answer questions regarding race, creed, color, sex, age, marital status, national origin, familial status, handicap, military or veteran status, sexual orientation, government assistance or any other class or characteristic deemed protected by law.
9. This Agreement constitutes the entire agreement between the Parties and any prior agreements, whether written or oral, have been merged and integrated into this contract. All modifications to and/or terminations of this Agreement are binding only when in writing and signed by Tenant and Compass.
10. Additional Terms and Conditions:

1.

2.

TENANT

COMPASS RE NY, LLC DBA COMPASS

Name:

Date:

Authorized Representative:

Date:

Name:

Date:

Agent Name:

Date:

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Properties Shown to Tenant

Address

Date

Initial



Department of State 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
<https://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

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 inconsistent 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

New York State Disclosure Form for Landlord and Tenant

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 _____ of _____
(Print Name of Licensee) (Print Name of Company, Firm or Brokerage)

a licensed real estate broker acting in the interest of the:

- | | |
|--|--|
| <input type="checkbox"/> Landlord as a <i>(check relationship below)</i> | <input type="checkbox"/> Tenant as a <i>(check relationship below)</i> |
| <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 landlord in this transaction.

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

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

Date: _____

Date: _____



New York State Housing and Anti-Discrimination Disclosure Form

Federal, State and local Fair Housing and Anti-discrimination 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 and Anti-discrimination 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 _____ (print name of Real Estate Salesperson/
Broker) of _____ (print name of Real Estate company, firm or brokerage)

(I)(We) _____

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

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

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.