



**EXCLUSIVE RIGHT TO RENT AGREEMENT**

I/WE \_\_\_\_\_ (“LANDORD”) the LANDLORD of property located at \_\_\_\_\_ (“PROPERTY”) do hereby give you, \_\_\_\_\_ (“LISTING BROKER”)

the exclusive right to rent the PROPERTY for \$ \_\_\_\_\_ from 12:01 A.M. on \_\_\_/\_\_\_/20\_\_\_ until 11:59 P.M. on \_\_\_/\_\_\_/20\_\_\_ (“LISTING PERIOD”). LANDLORD and LISTING BROKER agree that they are contractually bound by this AGREEMENT as of the Effective Date.

Further, LANDLORD and LISTING BROKER agree that no marketing, promotion, rental activity, or showings of the PROPERTY shall take place until the LISTING CONTENT is entered into the OneKey® MLS system and made available to other OneKey® MLS Participants on \_\_\_\_\_ (insert date).

No provision of this AGREEMENT is intended to nor shall be understood to establish or imply any contractual relationship between the LANDLORD and the OneKey® Multiple Listing Service, LLC (OneKey® MLS) and/or any REALTOR® Associations nor has OneKey® MLS and/or any REALTOR® Associations in any way participated in any of the terms of this AGREEMENT, including the compensation to be paid.

**LISTING BROKER FEE (“BROKER FEE”)**

**THE LANDLORD UNDERSTANDS AND ACKNOWLEDGES THAT BROKER COMPENSATION IS NOT SET BY LAW OR BY ANY REALTOR® ASSOCIATION OR ONEKEY® MLS AND IS FULLY NEGOTIABLE BETWEEN LANDLORD AND THE LISTING BROKER.**

X  
\_\_\_\_\_  
LANDLORD INITIAL

1. The LANDLORD hereby agrees to pay the LISTING BROKER a Broker Fee of \_\_\_\_\_.

X  
\_\_\_\_\_  
LANDLORD INITIAL

**COMMISSION EARNED AND LANDLORD(S) OBLIGATIONS AFTER THE EXPIRATION/TERMINATION OF AGREEMENT**

2. A commission shall be earned and payable under any of the following conditions: (a) If the LISTING BROKER produces a tenant ready, willing and able to rent the PROPERTY on such terms and conditions acceptable to the LANDLORD; (b) If through the LISTING BROKER's efforts a tenant and the LANDLORD reach an agreement upon all the essential terms of a transaction; (c) If the PROPERTY is rented or LANDLORD delivers possession during the term of this AGREEMENT whether or not the rental or delivery of possession is a result of the LISTING BROKER's efforts and even if the PROPERTY is rented or LANDLORD delivers possession as a result of the efforts of the LANDLORD or any other broker or agent not acting under this AGREEMENT; (d) If the LISTING BROKER is the procuring cause of a transaction.

If within \_\_\_\_ days after the expiration or termination of the LISTING PERIOD, LANDLORD accepts a rental offer, enters into a rental agreement, rents the Property, or otherwise delivers possession of the PROPERTY to any person to whom the PROPERTY has been shown during the LISTING PERIOD, LANDLORD will pay LISTING BROKER the aforementioned commission/fee as if LISTING BROKER had made the rental, provided the LANDLORD executes a valid rental agreement or delivers possession of the PROPERTY. The preceding sentence shall not apply if LANDLORD in good faith enters into a valid rental listing agreement for the PROPERTY with another New York State licensed real estate broker after the expiration or termination of this AGREEMENT.

3. If LANDLORD terminates this AGREEMENT or the LISTING BROKER's authority provided herein prior to the end of the LISTING PERIOD, the LISTING BROKER shall retain its contract rights (including but not limited to recovery of its commission, advertising expenses and/or any other damages incurred) by reason of LANDLORD's termination, unless agreed otherwise by LANDLORD in its sole discretion.

### **LANDLORD'S REPRESENTATIONS AND OBLIGATIONS**

4. LANDLORD represents that all legal requirements including, but not limited to, rental permits, certificates of occupancy, or other governmental permits, to create and maintain the rental unit which is the subject of this AGREEMENT have been obtained by LANDLORD and are currently valid. The LANDLORD agrees at all times to act in good faith to assist the LISTING BROKER in the performance of the LISTING BROKER's obligations and to fully cooperate with the LISTING BROKER in its efforts to find a tenant for the property and complete the transaction contemplated by this AGREEMENT.

### **MARKETING**

5. LANDLORD grants to the LISTING BROKER full discretion to determine the appropriate marketing approach for the PROPERTY. LISTING BROKER will undertake to find a ready, willing, and able tenant and in order to do so will engage in marketing activity which may include all forms of advertising.

### **AUTHORIZATION FOR "FOR RENT" SIGN AND OTHER SERVICES**

6. LISTING BROKER  (is)  (is not) authorized to place a "For Rent" sign on the PROPERTY. (Check one)

7. LISTING BROKER  (is)  (is not) authorized to use a lockbox. (Check one)

8. LANDLORD  (gives permission)  (does not give permission) to the LISTING BROKER to share keys to the PROPERTY with other brokers. (Check one)

### **PROPERTY FOR (NOT FOR) SALE**

9. LANDLORD represents that the PROPERTY  (is)  (is not) for sale (Check one). In the event that the PROPERTY is currently for sale, the name of the listing sales broker, if any, is \_\_\_\_\_. LANDLORD represents that if the PROPERTY shall be placed on the market for sale at any time during the term of this AGREEMENT or any extension hereof, LANDLORD will promptly notify LISTING BROKER of the identity of the listing sales broker and that LISTING BROKER may elect to terminate this AGREEMENT at such time, in LISTING BROKER's sole discretion. In the event that the PROPERTY is sold by LANDLORD to anyone with whom the LISTING BROKER is or was negotiating during the term of this AGREEMENT or any extension hereof LISTING BROKER shall be entitled to a selling commission from LANDLORD in the amount of \_\_\_\_\_ or \_\_\_\_% of the sales price. This selling commission shall also be earned and payable from LANDLORD to LISTING BROKER in the event the tenant procured by LISTING BROKER purchases the PROPERTY during the term specified in the AGREEMENT with or without the existence of

a written lease agreement. The selling commission shall be earned and payable to LISTING BROKER when the PROPERTY is sold and title is transferred and conveyed by LANDLORD to the tenant, or, if not to the tenant, to any other person with whom LISTING BROKER is or was negotiating during the term of this AGREEMENT. LANDLORD will not be obligated to pay such commission if after the expiration of this AGREEMENT, LANDLORD in good faith enters into a valid listing agreement with another New York State licensed real estate broker who receives a commission pursuant to such subsequent agreement.

### **CREDIT REPORTS**

10. LANDLORD  (does)  (does not) hereby authorizes LISTING BROKER to obtain credit reports to the extent permissible by law with respect to any prospective tenant and to provide same to and for the benefit of LANDLORD (Check one).

### **USE OF AUDIO RECORDING DEVICES**

11. LANDLORD is advised that it is in violation of NYS Penal Law to mechanically overhear a conversation by having any device (or devices) recording, streaming, or otherwise documenting the conversation of an individual during real estate-related activities at the property (open houses, showings etc.) if you are not a party to that conversation. If such a device is present and will be operating at any time a potential tenant is viewing the property, the LANDLORD understands that the listing agent must disclose the presence of the device. The property (check one)  does  does not have a device that can mechanically overhear a conversation.

### **ADDITIONAL TERMS**

12. Additional Terms, if any:

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### **ALL MODIFICATIONS TO BE MADE IN WRITING**

13. LANDLORD and LISTING BROKER agree that no change, amendment, modification or termination of this AGREEMENT shall be binding on any party unless the same shall be in writing and signed by the parties.

### **MAINTENANCE OF PROPERTY**

14. LANDLORD is responsible for the condition, maintenance and/or utilities for the PROPERTY including snow removal and lawn maintenance. LANDLORD agrees to indemnify and hold harmless the LISTING BROKER from any claim arising out of personal injuries to any persons injured on the PROPERTY and/or loss or damage to personal property except if caused by the gross negligence of the LISTING BROKER. LANDLORD shall have the right to select counsel in such event, subject to the approval of the LISTING BROKER, which approval shall not be unreasonably withheld.

### **ESCROW AND RECOVERY OF FEES**

15. Escrow. If, for any reason, LISTING BROKER is not paid the Broker Fee set forth herein on the due date, LANDLORD shall establish an escrow account with a party mutually agreeable to LISTING

BROKER and LANDLORD or a title insurance agent or company, and shall place into said escrow account an amount equal to the Broker Fee set forth herein. The escrow monies shall be paid by LANDLORD to said escrow agent and shall be held in escrow until the parties' rights to the escrow monies have been determined (i) by the written agreement of the parties; (ii) pursuant to an arbitration award; (iii) by order of a court of competent jurisdiction; or (iv) some other process to which the parties agree to in writing.

### **INDEMNITY**

16. In the event any claim or action is commenced against the LISTING BROKER as a result of the LISTING BROKER obeying the lawful instructions of the LANDLORD or relying on any representations made by LANDLORD with respect to this Agreement, including but not limited to, the legality of the property, then, and in such event, the LANDLORD hereby agrees to defend, indemnify and hold harmless the LISTING BROKER in any such claim or action. LANDLORD shall have the right to select counsel in such event, subject to the approval of the LISTING BROKER, which approval shall not be unreasonably withheld.

### **COPYRIGHT NOTICE**

17. LANDLORD authorizes the LISTING BROKER to enter information and any photograph, image, graphics or video recording, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the PROPERTY whether taken by the LISTING BROKER's agent, supplied by LANDLORD, or otherwise ("LISTING CONTENT"), into a listing content compilation owned by OneKey® MLS. The LANDLORD understands and agrees that said compilation is exclusively owned by OneKey® MLS who alone possess the right to publish said compilation in any media form it deems appropriate. LISTING CONTENT may be aggregated with that of other properties listed by participants in OneKey® MLS, computer online networks and websites and become copyrightable data pursuant to agreements with LISTING BROKER and such other third parties. By the act of submitting any LISTING CONTENT to OneKey® MLS, the LISTING BROKER has been authorized to grant and also thereby does grant authority to OneKey® MLS to include the LISTING CONTENT in its copyrighted MLS compilation and also in any statistical report. OneKey® MLS may license, sell, lease, and commercially utilize its compilation. Among other uses OneKey® MLS may license or sell the LISTING CONTENT to aggregators who will aggregate the LISTING CONTENT and resell the same. If any LISTING CONTENT are delivered by LANDLORD to the LISTING BROKER for use in the OneKey® MLS compilation, by virtue of such delivery and the execution of this AGREEMENT, the LANDLORD hereby represents and warrants that the LANDLORD either: (1) holds all intellectual property rights including the copyrights of the LISTING CONTENT; or (2) has a nonexclusive, perpetual, royalty-free, worldwide license to copy, distribute, display, create derivative works, and publicly perform the LISTING CONTENT and the right to grant sublicenses through multiple tiers.

18. LANDLORD hereby grants to LISTING BROKER a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, reproduce and distribute the LISTING CONTENT or any derivative works thereof. LANDLORD agrees to indemnify LISTING BROKER from any claim of infringement relating to the same. LANDLORD acknowledges and agrees that as between LANDLORD and LISTING BROKER, all LISTING CONTENT developed by either the LANDLORD OR the LISTING BROKER is deemed owned exclusively by LISTING BROKER, and LANDLORD has no right, title or interest in it.

### **ACKNOWLEDGEMENT**

19. LANDLORD has read and understands this AGREEMENT and acknowledges receipt of a copy thereof.

ALL ORAL OR PRIOR AGREEMENTS BETWEEN THE PARTIES ARE HEREBY MERGED INTO THIS AGREEMENT AND THE PARTIES AGREE THAT THEIR RELATIONSHIP SHALL BE GOVERNED SOLELY BY THIS AGREEMENT. This AGREEMENT is the entire agreement between the parties and may not be changed except in a writing signed by both parties. This AGREEMENT shall be binding upon the parties hereto, and their respective heirs, successors, or assigns as of the EFFECTIVE DATE. For purposes of this AGREEMENT, "LANDLORD" refers to each and all parties who have an ownership interest in the PROPERTY and the undersigned LANDLORD represents that they are the sole and exclusive owner and is fully authorized to enter into this AGREEMENT. As used in this AGREEMENT, the neuter includes the masculine and feminine, the singular includes the plural and the plural includes the singular, as the context may require. LANDLORD and LISTING BROKER understand that all extensions of this AGREEMENT must be done in writing and automatic renewals are specifically prohibited by 19 NYCRR§175.15. Any change to the AGREEMENT which would make the PROPERTY unavailable for rent through the OneKey® MLS, including but not limited to any withdrawal, cancellation, reduction in term of listing or termination thereof, must be in writing signed by the LISTING BROKER or authorized representative/manager in order to have any binding legal force and effect.

### EQUAL OPPORTUNITY IN HOUSING

20. LANDLORD and LISTING BROKER agree that the above listed property is to be listed and marketed in compliance with all Federal, State, Municipal and Local fair housing, human rights and civil rights laws concerning discrimination in the sale/rental of properties. LANDLORD and LISTING BROKER agree not to discriminate against any Protected Class in the sale/rent of the Property.

### DISPUTE RESOLUTION

21. The Parties agree that any dispute concerning the terms and conditions of this AGREEMENT that cannot be reasonably resolved between them can be submitted to voluntary mediation proceedings conducted in accordance with the rules of the local REALTOR® association in which the PROPERTY is located. Mediation fees and costs, if any, shall be divided equally among the parties involved.

In any action, proceeding or arbitration to enforce any provision of this AGREEMENT, or for damages caused by default, the prevailing party shall be entitled to reasonable attorney fees, costs and related expenses.

### PLEASE INITIAL BELOW

22. \_\_\_/\_\_\_ **EXPLANATION:** An "exclusive right to rent" listing means that if you, the LANDLORD of the PROPERTY, find a tenant for your house, or if another broker finds a tenant, you must pay the agreed commission to the present broker. An "exclusive agency" listing means that if you, the LANDLORD of the PROPERTY, find a tenant, you will not have to pay a commission to the broker. However, if another broker finds a buyer, you will owe a commission to both the renting broker and your present broker.

### PARTIES SIGNATURE

LANDLORD  X \_\_\_\_\_

Date:  X \_\_\_\_\_

LANDLORD \_\_\_\_\_

Date: \_\_\_\_\_

LISTING BROKER (Auth. Rep) \_\_\_\_\_

Date: \_\_\_\_\_

**LISTING AGENT** \_\_\_\_\_

Date: \_\_\_\_\_

The "EFFECTIVE DATE" of this Agreement shall be latest date entered alongside the parties' signatures



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## New York State Disclosure Form for Landlord and Tenant

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### **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.*

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### **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 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:

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  Landlord(s) and/or  Tenant(s):

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# REALTY EXECUTIVES Today



## RENTAL - DISCLOSURE FOR PRE-1978 HOUSING RENTAL AND LEASES DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS



Lessor's Name: \_\_\_\_\_ Property Address: \_\_\_\_\_

City/State/Zip/Phone: \_\_\_\_\_

### Lead Warning Statement

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

### Lessor's Disclosure (initial)

- \_\_\_\_\_ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
  
  - Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- \_\_\_\_\_ (b) Records and Reports available to the lessor (check one below):
- Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):
  
  - Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Lessor's Acknowledgment (initial)

- \_\_\_\_\_ (c) Lessee has received copies of all information listed above.
- \_\_\_\_\_ (d) Lessee has received the pamphlet *Protect Your Family From Lead in Your Home*.

### Agent's Acknowledgment (initial)

- \_\_\_\_\_ (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C 4852 d and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

*The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.*

Lessor: \_\_\_\_\_ Date: \_\_\_\_\_ Lessor: \_\_\_\_\_ Date: \_\_\_\_\_

Lessee: \_\_\_\_\_ Date: \_\_\_\_\_ Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

Agent: \_\_\_\_\_ Date: \_\_\_\_\_ Agent: \_\_\_\_\_ Date: \_\_\_\_\_



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## **New York State Housing and Anti-Discrimination Disclosure Form**

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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](http://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](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](http://www.dos.ny.gov)

New York State  
Division of Consumer Rights  
(888) 392-3644

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## New York State Housing and Anti-Discrimination Disclosure Form

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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.