

# RENTAL APPLICATION

Property to be rented \_\_\_\_\_  
Monthly payment \_\_\_\_\_ Term of lease \_\_\_\_\_  
Agent with whom you are working \_\_\_\_\_  
When do you wish occupancy? \_\_\_\_\_  
Number where you can be reached \_\_\_\_\_

\*Applicant \_\_\_\_\_ Social Security # \_\_\_\_\_  
DOB \_\_\_\_\_ Driver's License # \_\_\_\_\_  
Present Address \_\_\_\_\_  
Employer \_\_\_\_\_ Supervisor \_\_\_\_\_  
Address \_\_\_\_\_ Phone # \_\_\_\_\_  
Position \_\_\_\_\_ How long \_\_\_\_\_ Income \_\_\_\_\_  
Previous Employment \_\_\_\_\_  
Address \_\_\_\_\_ How long \_\_\_\_\_

\*Co-Applicant \_\_\_\_\_ Social Security # \_\_\_\_\_  
DOB \_\_\_\_\_ Driver's License # \_\_\_\_\_  
Address \_\_\_\_\_  
Employer \_\_\_\_\_ Supervisor \_\_\_\_\_  
Address \_\_\_\_\_ Phone # \_\_\_\_\_  
Position \_\_\_\_\_ How long \_\_\_\_\_ Income \_\_\_\_\_  
Total # of occupants \_\_\_\_\_ Number of children \_\_\_\_\_  
Pets? \_\_\_\_\_ Kind/ Breed \_\_\_\_\_ Size/ Pounds \_\_\_\_\_  
If you own a cat, is it declawed and/ or neutered? \_\_\_\_\_

Nearest relative not living with you \_\_\_\_\_  
Relationship \_\_\_\_\_ Address \_\_\_\_\_  
Present landlord \_\_\_\_\_ Telephone \_\_\_\_\_  
Address \_\_\_\_\_ How long? \_\_\_\_\_ Rent \_\_\_\_\_  
Former landlord \_\_\_\_\_ Address \_\_\_\_\_  
Automobiles: Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Tag \_\_\_\_\_  
Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Tag \_\_\_\_\_  
Personal Reference \_\_\_\_\_ Telephone \_\_\_\_\_  
Business Reference \_\_\_\_\_ Telephone \_\_\_\_\_  
Do you have a history of poor credit? \_\_\_\_\_  
If so, please explain. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby believe the above statements to be true and made with the express purpose of including the landlord to rent/ lease said premises to me. The landlord/ agent is authorized to investigate these statements. If the statements are found to be incorrect or misleading, the application will be rejected.

I understand a credit report will be obtained; and, therefore, a waiting period of 48-72 hours may be observed prior to commitment on property. A credit report that reveals credit issues such as slow pay, charge offs, etc., may cause the application to be rejected.

In the event of multiple applicants, only the income that can be verified from credit worthy applicants will be considered. As a standard rule of thumb, the applicant's gross monthly income must be four (4) times the amount of the monthly rental rate. This is subject to change based upon such factors as excessive debt load, part-time income, etc.

I understand that this property will not be withdrawn from the available rental list unless I leave a deposit equal to one month's rent and sign a lease. The deposit will be returned in its entirety if I do not receive approval on my application.

I understand that should I receive approval on my application and take possession of the rental property, \$300 of my security deposit will be retained upon vacating premises until such time as I provide the rental office with proof of final payment on utilities.

I further understand that upon signing a lease my security deposit (to include any pet deposits) will be deposited into a non-interest bearing escrow account.

If I move into the rental property mid-month (15<sup>th</sup> or after) I will be responsible for providing pro-rated rent for that month plus the next month's rent. There can be no exceptions for this guideline. In the event there is more than one applicant applying for a lease, all rent monies must be submitted with one check.

I understand that I will be charged a minimum of a half month's rent for reletting/ renovating if I terminate this lease prior to the contract dates (regardless of the reason for termination). However, I further understand that I remain responsible for the entire lease term subject to allowance provided by The Landlord Tenant Code. In the event the property is re-rented, adjustments will be made accordingly.

This application shall become a part of the lease. I also agree that no pets shall be kept on premises (unless specified in writing), and furthermore, no more than the number of occupants listed above shall occupy said premises. I agree to give a full 60-day written notice, starting with the first day of the month, prior to the expiration of the lease. If I neglect to do so, I understand my security deposit may be retained to cover additional rents due as a result of insufficient notice. In the event of an employment transfer, tenant must give a 30-day FIRM notice to vacate, starting with the first day of the month, providing the transfer is confirmed in writing by the employer.

AGENCY: This Broker, any cooperating Broker and any salesperson working with either, or representing the Landlord's interest and have fiduciary responsibilities to the Landlord but are obligated to treat all parties fairly. The Broker, any cooperating Broker, and any salesperson working with either, without breaching the fiduciary responsibilities to the Landlord, may, among other services, provide a potential Tenant with information about the attributes of properties, show with information and assist in preparing an application to rent. The Broker, any cooperating Broker, and any salesperson working with either, also have the duty to respond accurately and honestly to a potential Tenant's questions and disclose material facts about properties without unlawful discrimination.

EQUAL HOUSING OPPORTUNITY: Brokers and sales associates are required by law and/ or the National Association of Realtors Code of Ethics to treat all parties in a property transaction fairly without regard to race, religion, national origin, ancestry, sex, age, marital status, sexual orientation, presence of children or physical or mental handicaps.

BY SIGNING BELOW I/ WE ACKNOWLEDGE THAT I/ WE HAVE READ THIS APPLICATION AND UNDERSTAND ALL ASPECTS AS IT RELATED TO MY/ OUR RIGHTS AND RESPONSIBILITIES AS A PROSPECTIVE TENANT.

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Witness

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Applicant

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Date

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Witness

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Applicant

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Date



## Consumer Information Statement (CIS) for Consumers Seeking to

### **Rent Residential Property**

**This information is from the Delaware Real Estate Commission and is not a contract.**

Delaware law, title 24 ch.29 requires real estate salespersons, associate brokers, and brokers to provide this CIS to you at the earlier of your first scheduled appointment, the first showing of a property, or making an offer unless you are a tenant for 120 days or less. You are encouraged to read this CIS before you list your home for rent or go to view homes to rent. This is first given to you to explain Agency law in Delaware. It must be signed prior to completing a rental application, or the signing of a rental agreement (lease), a listing agreement, or any other brokerage agreement.

**Presumed Agency:** You are a customer when you first contact a broker or salesperson who immediately owes you a duty of confidentiality as explained below. You automatically become a client and the other Statutory Duties begin upon the earlier of (i) the first scheduled appointment, (ii) the first showing of a property, (iii) making an offering, or (iv) the agent working for you, unless a CIS is signed indicating there is no agency relationship which means there are no duties owed to you other than confidentiality. **Under Delaware Law, it is presumed that you consent to dual agency unless you fill out this form saying you do not want dual agency.** Dual agency is explained below.

**Brokers and Salespersons as Statutory Agents:** Under Delaware law, a real estate broker, associate broker, or salesperson is a statutory agent of yours and may be a dual agent representing both parties unless you elect, in a written agreement, to enter into a common law agency relationship or to decline dual agency. A statutory agent is an independent contractor. He or she is NOT your fiduciary, but is an agent with duties specified by Delaware statutory law. Unless you say otherwise, the broker, associate broker, or salesperson also may represent both the tenant and landlord with duties owed to both which is called dual agency as explained below.

#### **Important Terms:**

**Client:** The member of the public who is the principal in the statutory agency relationship.

**Customer:** A member of the public who is working with a licensee, before the presumed agency relationship begins or who declines agency representation which means there are no duties other than confidentiality.

**Delaware Real Estate Commission:** The regulatory body which issues licenses to brokers and salespersons under Delaware law, and which hears complaints filed by the public with respect to licensees. License law and rules and regulations are available on the Real Estate Commission's website at [www.dpr.delaware.gov](http://www.dpr.delaware.gov).

**Designated Agent:** An independent contractor working with you under statutory agency. He or she may be licensed as a broker, associated broker, or a salesperson.

**Dual Agency:** Whenever a dual agency relationship exists, the designated salesperson or associate broker, that agent's broker, and the brokerage organization may be dual agents. Examples are listed below:

1. If the same salesperson or associate broker represents both the tenant and landlord in a transaction, then that salesperson or associate broker, his or her broker, and brokerage organization are all dual agents.
2. If the tenant and landlord are represented by two different salespeople or associate brokers working for the same broker, then the broker and the brokerage organization are both dual agents, but the salespersons or associate brokers are not.
3. If the tenant and landlord are represented by two different salespeople or associate brokers working for different brokers under the same brokerage organization, then only the brokerage organization is a dual agent.

**Statutory Agent:** An agent with duties under Delaware statutory law, not common law fiduciary duties. The agent is a statutory agent for you and may be a dual agent as explained above.

**Confidentiality:** Brokers and salespersons have a duty of confidentiality to all parties from the moment of their first contact. **A broker or salesperson MAY NOT disclose the following information UNLESS the affected party has provided his or her informed consent:**

1. The tenant is willing to pay more rent than what has been offered.
2. The landlord is willing to accept less than the rent rate asked.

3. The landlord or tenant will agree to terms other than those offered.
4. Any personal motivations for any party to a transaction, **IF** that party has requested that the information be kept confidential.
5. Other confidential information, **UNLESS** disclosure is required by law, or **UNLESS** failure to disclose would be fraud or intentional misrepresentation.
6. Facts or suspicions regarding circumstances which may psychologically impact or stigmatize property under Section 2927 of Title 24 of Delaware law unless by law it must be disclosed.
7. Facts or suspicions that someone is a registered sex offender under Delaware law. Information regarding registered sex offenders is available from the Delaware State Police at [www.state.de.us/dsp/sexoff/index.htm](http://www.state.de.us/dsp/sexoff/index.htm).

**Important Information:**

1. The client and his or her broker and designated agent are not responsible for the wrongful actions of the other unless they had actual knowledge of the wrongful act, error, omission or misrepresentation; however, the person who was wrong is still responsible.
2. Notice given to a designated agent is considered notice to that designated agent's client. **Notice given to anyone else in the licensee's office is not considered notice to that client.**
3. Put it in writing! Statements and negotiations by a party are not binding until they are in writing and signed by the party.

**Brokers, Associate Brokers, and Salespersons MUST:**

1. Comply with all applicable laws, including performing the duties required of him or her by the statute and rules and regulations of the Delaware Real Estate Commission.
2. Follow all other applicable laws, including laws governing fair housing and civil rights.
3. Perform as required by the terms of any written brokerage agreement, if one exists.
4. Exercise reasonable skill and care as a broker or salesperson.
5. Advise you to obtain expert advice on material matters outside his or her expertise.
6. Account to you in a timely manner for all money and property received.
7. Help to inform the parties regarding the progress of the transaction.
8. Disclose adverse material facts or defects actually known by the broker or salesperson.
9. Put any compensation agreement in writing.

**Brokers, Associate Brokers, and Salespersons MAY:**

1. List similar properties for rent.
2. Show clients properties not owned by their other clients.
3. Show the same property one client is interested in to one or more other clients.
4. Provide information generally available to licensees, such as recent rental activity.
5. Give advice and opinions throughout the real estate transaction.
6. Help you prepare offers and counteroffers and present them in a timely manner so long as the forms used advise the parties that they may seek legal advice prior to signing.
7. Develop negotiating strategies or options for how to proceed with a transaction.
8. Perform ministerial tasks.
9. Cooperate with other brokers or salespersons.
10. Provide clients with relevant information and advice when requested.
11. Transmit financial information provided to them. Although they do not independently verify the accuracy or completeness of this information, they **MAY NOT** transmit financial information they know is false.

**Common Law Agency:** Under Delaware law, salespersons, associate brokers, and brokers are statutory agents as explained in this form and are not common law agents. If you are considering hiring a common law agent, you should obtain disclosure of the potential legal liability and financial risks of common law agency and read and understand those risks before you enter into a common law agency relationship.

1. Client(s) or Customer(s): \_\_\_\_\_

2. Licensee: \_\_\_\_\_

3. Brokerage Office Name and Registered Phone Number:

Re/Max Avenues, Inc.

4. Relationship: Nothing needs to be completed in this paragraph because the law presumes you want Agency Representation and Dual Agency unless you want to opt out by choosing a different status.

I am the LANDLORD. The licensee identified above is:

My designated landlord's agent and dual agent, if I am renting my property to a tenant whom the agent also represents. This relationship is presumed by law unless you choose a different relationship by initialing one of these lines. You do not need to initial any of these lines if you are staying with the presumed status of agency and dual agency.

X My designated landlord's agent **only**. Or \_\_\_\_\_ The tenant's agent and **NOT** my agent.

I am the TENANT. The licensee identified above is:

My designated tenant's agent and dual agent, if I am renting a property from a landlord whom the agent also represents. This relationship is presumed by law unless you choose a different relationship by initialing one of these lines. You do not need to initial any of these lines if you are staying with the presumed status of agency and dual agency.

\_\_\_\_\_ My designated tenant's agent **only**. Or X The landlord's agent and **NOT** my agent.

5. Signing this form does not obligate me to pay anything. I am only obligated to pay a fee if I enter into a separate written brokerage agreement (for example, a listing or tenant representation agreement) signed by me. This CIS must be signed prior to completing a rental application or the signing of a rental agreement (lease), a Listing Agreement, or any other brokerage agreement.

By signing this form, I acknowledge that I have been given an opportunity to read this CIS and recognize the agency relationship indicated above in section 4.

\_\_\_\_\_  
Signature of Landlord or Tenant      Date: \_\_\_\_\_      \_\_\_\_\_  
Signature of Landlord or Tenant      Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Landlord or Tenant      Date: \_\_\_\_\_      \_\_\_\_\_  
Signature of Landlord or Tenant      Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Broker or Licensee      Date given to Landlord or Tenant: \_\_\_\_\_