

## Checklist for items to be submitted with Rental Application:

\_\_\_\_ **Lease Application** for each adult applicant. (Initialed on each page and signed and dated where applicable).

\_\_\_\_ **Credit Check Authorization Form.** (Signed and Dated).

\_\_\_\_ **Check or Money Order** for \$25 per applicant over 18 to be living in property, made payable to RE/MAX 440 Realty, Inc.

\_\_\_\_ **Consumer Notice.** {Signed and Dated.)

\_\_\_\_ **Proof of Income:** At least 2 recent paystubs or W2 form.

\_\_\_\_ **Copy of a Valid PA Driver's License**

\_\_\_\_ **Valid email address:** \_\_\_\_\_

\_\_\_\_ **Property address applying for:** \_\_\_\_\_

\_\_\_\_ **Desired Move In Date:** \_\_\_\_\_

\_\_\_\_ Explanation of any derogatory credit and/or criminal background. May use separate sheet.

### EMERGENCY CONTACT:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Please return all items together to:**

Thomas [REDACTED] [REDACTED]

RE/MAX 440 Realty, Inc.

701 W Market St.

Perkasie, PA 18944

Phone: 215-457 [REDACTED]

Fax: 267-354-6800

Email: [REDACTED]@remax.net

# RENTAL APPLICATION

RA

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

**The Consumer Notice (49 Pa. Code §35.336) should be provided before completing this form.**

## APPLICANT'S RELATIONSHIP WITH PA LICENSED BROKER

☐ **No Business Relationship (Applicant is not represented by a broker)**

|                                                                                                                                    |                                                                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| Broker (Company) _____                                                                                                             | Licensee(s) (Name) _____                                                                                        |
| Company License # _____                                                                                                            | State License # _____                                                                                           |
| Company Address _____                                                                                                              | Direct Phone(s) _____                                                                                           |
| _____                                                                                                                              | Cell Phone(s) _____                                                                                             |
| Company Phone _____                                                                                                                | Email _____                                                                                                     |
| Company Fax _____                                                                                                                  |                                                                                                                 |
| Broker is (check only one):                                                                                                        | Licensee(s) is (check only one):                                                                                |
| <input type="checkbox"/> Tenant Agent (Broker represents Applicant only)                                                           | <input type="checkbox"/> Tenant Agent (all company licensees represent Applicant)                               |
| <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)                                                   | <input type="checkbox"/> Tenant Agent with Designated Agency (only Licensee(s) named above represent Applicant) |
|                                                                                                                                    | <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)                                |
| <input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Applicant) |                                                                                                                 |

## LANDLORD'S RELATIONSHIP WITH PA LICENSED BROKER

☐ **No Business Relationship (Landlord is not represented by a broker)**

|                                                                                                                                   |                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| Broker (Company) <u>RE/MAX 440 Realty, Inc.</u>                                                                                   | Licensee(s) (Name) <u>Thomas Skiffington</u>                                                                                |
| Company License # <u>RB060788C</u>                                                                                                | State License # <u>RM051427A</u>                                                                                            |
| Company Address <u>701 W. Market Street</u>                                                                                       | Direct Phone(s) <u>(215) 453-7653</u>                                                                                       |
| <u>Perkasie, PA 18944</u>                                                                                                         | Cell Phone(s) <u>(215) 453-7883</u>                                                                                         |
| Company Phone <u>(215) 453-7653</u>                                                                                               | Email <u>tskiffington@remax.net</u>                                                                                         |
| Company Fax <u>(267) 354-6810</u>                                                                                                 |                                                                                                                             |
| Broker is (check only one):                                                                                                       | Licensee(s) is (check only one):                                                                                            |
| <input checked="" type="checkbox"/> Landlord Agent (Broker represents Landlord only)                                              | <input type="checkbox"/> Landlord Agent (all company licensees represent Landlord)                                          |
| <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)                                                  | <input checked="" type="checkbox"/> Landlord Agent with Designated Agency (only Licensee(s) named above represent Landlord) |
|                                                                                                                                   | <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)                                            |
| <input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Landlord) |                                                                                                                             |

## PROPERTY INFORMATION (To be supplied by Broker for Landlord)

|                                                                                                                                                                                                   |                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| Address _____                                                                                                                                                                                     |                              |
| Move-in Date _____                                                                                                                                                                                | Term _____                   |
| Application Fee (non-refundable) \$ <u>25.00</u>                                                                                                                                                  | Application Deposit \$ _____ |
| Monthly Rent \$ _____                                                                                                                                                                             | Security Deposit \$ _____    |
| First Month's Rent \$ _____                                                                                                                                                                       | Last Month's Rent \$ _____   |
| Rent and Security Deposit checks will be written separately.                                                                                                                                      |                              |
| Are pets permitted? ( <input type="checkbox"/> Yes ) ( <input checked="" type="checkbox"/> No ) May be subject to review. <b>Note:</b> The term "pets" does not include guide or support animals. |                              |
| Non-refundable Pet Fee \$ _____                                                                                                                                                                   | Pet Rent \$ _____            |
| Other _____ \$ _____                                                                                                                                                                              | Other _____ \$ _____         |
| Is rental insurance required for tenants? ( <input type="checkbox"/> Yes ) ( <input type="checkbox"/> No )                                                                                        |                              |

## DUAL AND/OR DESIGNATED AGENCY

A Broker is a Dual Agent when a Broker represents both Landlord and Tenant in the same transaction. A Licensee is a Dual Agent when a Licensee represents Landlord and Tenant in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Landlord and Tenant. If the same Licensee is designated for Landlord and Tenant, the Licensee is a Dual Agent.

**By signing this Agreement, Landlord and Tenant each acknowledge having been previously informed of, and consented to, dual agency, if applicable.**

Applicant's Initials \_\_\_\_\_

RA Page 1 of 4



Pennsylvania Association of REALTORS®

COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS® 2017

1/17; rel. 7/17

RE/MAX 440-Perkasie, 701 W. Market Street Perkasie, PA 18944  
Thomas Skiffington

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)

Phone: 215-453-7653

Fax: 267-354-6810

1 **1. APPLICANT INFORMATION**

2 (A) The individual listed below is a(n): ( ☐ Applicant ) ( ☐ Co-signer )

3 Each Co-signer must complete an application for the Property and will be considered an "Applicant" as defined in this form. If the  
4 application is approved and the parties enter into a lease, each Co-signer will be individually responsible for all of the obligations  
5 of the lease, including rent, fees, damages and other costs. Co-signers will not have the right to occupy the Property as a tenant  
6 without Landlord's prior written permission.

7 Full Name \_\_\_\_\_

8 Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

9 Cell Phone \_\_\_\_\_ Email \_\_\_\_\_

10 How did you hear about the Property? \_\_\_\_\_

11 (B) Provide at least **two years** of history. Attach additional sheets if more space is needed.

12 Present Address & ZIP \_\_\_\_\_

13 From \_\_\_\_\_ To \_\_\_\_\_ Rent/Mortgage \$ \_\_\_\_\_ /mo. ( ☐ Own ) ( ☐ Rent ) ( ☐ Other )

14 Landlord/Mortgage Co. Name & Phone \_\_\_\_\_

15 Previous Address & ZIP \_\_\_\_\_

16 From \_\_\_\_\_ To \_\_\_\_\_ Rent/Mortgage \$ \_\_\_\_\_ /mo. ( ☐ Own ) ( ☐ Rent ) ( ☐ Other )

17 Landlord/Mortgage Co. Name & Phone \_\_\_\_\_

18 (C) **Is Applicant at least 18 years old?** ( ☐ Yes ) ( ☐ No )

19 Are you applying with anyone else? ( ☐ Yes ) ( ☐ No ) **A separate application must be completed for each applicant/co-signer.**

20 Name \_\_\_\_\_ ( ☐ Applicant ) ( ☐ Co-signer )

21 Name \_\_\_\_\_ ( ☐ Applicant ) ( ☐ Co-signer )

22 Name \_\_\_\_\_ ( ☐ Applicant ) ( ☐ Co-signer )

23 Name \_\_\_\_\_ ( ☐ Applicant ) ( ☐ Co-signer )

24 Will anyone else be occupying the property? ( ☐ Yes ) ( ☐ No )

25 If yes, include the full name of any other person not listed above who will be occupying the property.

26 Name \_\_\_\_\_ ☐ 18 or older

27 Name \_\_\_\_\_ ☐ 18 or older

28 Name \_\_\_\_\_ ☐ 18 or older

29 Name \_\_\_\_\_ ☐ 18 or older

30 ☐ **Check here if additional information is attached**

31 **2. EMPLOYMENT INFORMATION**

32 Provide at least two years of history. Attach additional sheets if more space is needed.

33 Employer \_\_\_\_\_

34 Employed From \_\_\_\_\_ To \_\_\_\_\_ Position \_\_\_\_\_

35 City/State \_\_\_\_\_ Phone \_\_\_\_\_

36 Supervisor \_\_\_\_\_

37 Gross Income: \$ \_\_\_\_\_ /mo. **OR** \$ \_\_\_\_\_ /hr., for \_\_\_\_\_ hrs. per week (on average)

38 Previous Employer \_\_\_\_\_

39 Employed From \_\_\_\_\_ To \_\_\_\_\_ Position \_\_\_\_\_

40 City/State \_\_\_\_\_ Phone \_\_\_\_\_

41 Supervisor \_\_\_\_\_

42 Gross Income: \$ \_\_\_\_\_ /mo. **OR** \$ \_\_\_\_\_ /hr., for \_\_\_\_\_ hrs. per week (on average)

43 ☐ **Proof of income attached**

44 ☐ **Check here if additional information is attached**

45 **3. OTHER INCOME USED FOR MONTHLY EXPENSES**

46 Alimony, child support, or separate maintenance income need not be revealed if Applicant does not wish to have it considered as a  
47 basis for paying this obligation.

| Source | Amount | Source | Amount |
|--------|--------|--------|--------|
| _____  | _____  | _____  | _____  |
| _____  | _____  | _____  | _____  |
| _____  | _____  | _____  | _____  |

52 ☐ **Check here if additional information is attached**

53 **4. BANK ACCOUNT INFORMATION**

| Bank Name | Account Type | Balance  |
|-----------|--------------|----------|
| _____     | _____        | \$ _____ |
| _____     | _____        | \$ _____ |
| _____     | _____        | \$ _____ |

58 ☐ **Check here if additional information is attached**

59 Applicant's Initials \_\_\_\_\_

60 Applicant Name \_\_\_\_\_

61 **5. MONTHLY PAYMENTS**

| Lender Name | Loan Type | Balance Due | Monthly Payment |
|-------------|-----------|-------------|-----------------|
| _____       | _____     | \$ _____    | \$ _____        |
| _____       | _____     | \$ _____    | \$ _____        |
| _____       | _____     | \$ _____    | \$ _____        |
| _____       | _____     | \$ _____    | \$ _____        |

67 ☐ Check here if additional information is attached

68 **6. VEHICLE**

69 Include any cars, trucks, vans, motorcycles, trailers, boats and recreational vehicles.

| Make/Model | Year  | Color | License Plate/State |
|------------|-------|-------|---------------------|
| _____      | _____ | _____ | _____               |
| _____      | _____ | _____ | _____               |
| _____      | _____ | _____ | _____               |

74 ☐ Check here if additional information is attached

75 **7. PETS**

76 Does any Applicant or Occupant own any pets (guide and support animals not included)? ( ☐ Yes ) ( ☐ No )

77 If yes, provide detail below.

|                       | Pet 1 | Pet 2 | Pet 3 |
|-----------------------|-------|-------|-------|
| Type (Cat, dog, etc.) | _____ | _____ | _____ |
| Breed                 | _____ | _____ | _____ |
| Age                   | _____ | _____ | _____ |
| Weight                | _____ | _____ | _____ |
| Gender                | _____ | _____ | _____ |

84 **8. OTHER INFORMATION**

85 ( ☐ Yes ) ( ☐ No ) Have you ever declared bankruptcy or suffered foreclosure?

86 If yes, list any payments: \$ \_\_\_\_\_

87 ( ☐ Yes ) ( ☐ No ) Have you ever defaulted on your mortgage?

88 ( ☐ Yes ) ( ☐ No ) Have you been evicted or sued for unpaid rent or damages to leased property?

89 ( ☐ Yes ) ( ☐ No ) Have you ever refused to pay rent for any reason?

90 ( ☐ Yes ) ( ☐ No ) Have you ever been convicted of or entered a plea of guilty or nolo contendere for a felony or misdemeanor?

91 ( ☐ Yes ) ( ☐ No ) Since January 1, 1998, Have you been obligated to pay support under any order(s) of record? If yes:

92 County \_\_\_\_\_ Domestic Relations File or Docket Number: \_\_\_\_\_

93 Amount \_\_\_\_\_ Are you delinquent? \_\_\_\_\_

94 If you answered "yes" to any of the above questions, you may not be automatically disqualified from residency. Please explain any  
95 "yes" answers provided above: \_\_\_\_\_  
96 \_\_\_\_\_  
97 \_\_\_\_\_

98 ☐ Check here if additional information is attached

99 **9. CONDITION OF PROPERTY**

100 The Property will be leased in the same condition as it is shown unless otherwise provided in the lease.

101 **10. APPLICATION FEE**

102 The Application Fee is NON-REFUNDABLE and will not be applied towards rent or other financial obligations should Applicant be  
103 approved, nor refunded if not approved. Applicant agrees that this sum is paid in consideration of Landlord/Broker for Landlord's  
104 review and/or verification of the information stated in the application.

105 **11. OBLIGATION TO ENTER INTO LEASE AGREEMENT/ DAMAGES**

106 Upon submission of this Application, Landlord/Broker for Landlord reserves the right to remove property from the available rent list.

107 If this Application is denied by Landlord, the Application Deposit shall be refunded to Applicant. If this Application is approved and  
108 Applicant fails to rent the Property, Landlord shall be entitled to retain the Application Deposit.

109 **12. CONVICTED SEX OFFENDERS (MEGAN'S LAW)**

110 The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et seq.) providing  
111 for community notification of the presence of certain convicted sex offenders. **Potential tenants are encouraged to contact the**  
112 **municipal police department or the Pennsylvania State Police for information relating to the presence of sex offenders near a**  
113 **particular property, or to check the information on the Pennsylvania State Police Web site at [www.pameganslaw.state.pa.us](http://www.pameganslaw.state.pa.us).**

114 **13. NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA**

115 (A) Federal and state laws make it illegal for Landlord, Broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS  
116 CREED, SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older),  
117 NATIONAL ORIGIN, USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OR RELATION-  
118 SHIP OR ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or  
119 rent properties, loan money, or set deposit amounts, or as reasons for any decision relating to the sale of property. The municipality

120 Applicant's Initials \_\_\_\_\_

RA Page 3 of 4

121 **Applicant Name** \_\_\_\_\_

122 in which the Property is located may have enacted an ordinance or other law that extends the protections for access to housing to

123 additional classes of individuals, such as gay, lesbian, bisexual and transgender individuals and couples. Broker and Landlord are

124 advised to check with your local municipality, representative from the Pennsylvania Human Relations Commission, or your own

125 attorney for further guidance.

126 (B) The Fair Housing Act prohibits rental practices which have a discriminatory effect on members of protected classes, including out-

127 right bans on offering housing to individuals based on arrests or convictions without a case-by-case assessment of relevant miti-

128 gating factors. Consideration of an applicant's criminal history must be limited to convictions and should include an evaluation of

129 the nature and severity of the offense, the amount of time that has passed since the criminal conduct occurred, and whether denial

130 of the application will serve a substantial, legitimate, nondiscriminatory interest. Selective use of an applicant's criminal history

131 as a pretext for intentional discrimination based on race, national origin, or other protected characteristics may be a violation of

132 the Act, as well.

133 **14. FAIR CREDIT REPORTING ACT**

134 If the Landlord or Broker denies your application based in whole or in part on any information contained in the consumer report author-

135 ized by paragraph 16 of this Application, the Landlord or Broker must provide you with oral, written or electronic notice of the denial,

136 and must provide to you: (1) the name, address, and telephone number of the consumer reporting agency (including a toll-free tele-

137 phone number established by the agency if the agency compiles and maintains files on consumers on a nationwide basis) that furnished

138 the report, (2) a statement that the consumer reporting agency did not make the decision to deny the application and is unable to provide

139 you with the specific reasons why your application was denied, (3) a numerical credit score, the range of possible credit scores under

140 the model used, up to four of the key factors that led to the denial, and the date the credit score was created (4) information about how

141 to obtain a free copy of your consumer report from the consumer reporting agency, and (5) information about how to dispute the accu-

142 racy or completeness of any information in a consumer report furnished by the agency. If the Landlord or Broker denies your applica-

143 tion because of information from a person other than a credit reporting agency (for example, an employer or prior landlord), the

144 Landlord or Broker must provide you with notice about your right to make a written request to discover the nature of that information.

145 **15. SPECIAL CLAUSES**

146 (A) **The following are part of this Application if checked:**

147 ☐ Advanced Payment Addendum (PAR Form APA)

148 ☐ \_\_\_\_\_

149 ☐ \_\_\_\_\_

150 (B) **Additional Terms:** \_\_\_\_\_

151 \_\_\_\_\_

152 \_\_\_\_\_

153 **16. AUTHORIZATION**

154 By initialing below, Applicant makes the following authorization(s):

155 \_\_\_\_\_ Applicant authorizes Landlord or Broker for Landlord to obtain any information deemed necessary to evaluate this

156 Application. This information may include, but is not limited to, credit reports, criminal history, judgments of record, rental

157 history, verification of employment and salary, employment history, vehicle records, and licensing records. Broker for

158 Landlord may report to Landlord any information obtained by Broker for Landlord for evaluation of the Application.

159 Applicant acknowledges that all information in the Application is true and correct. Applicant acknowledges that if applicant

160 presents false or incomplete information Landlord may reject this Application. Applicant understands that giving false or

161 incomplete information may result in forfeiture of any payments made in connection with this Rental Application.

162 \_\_\_\_\_ Applicant understands and acknowledges that Applicant's social security number, driver's license number, date of birth, or

163 other personal identifying information may be required in order for Landlord or Broker for Landlord to evaluate this appli-

164 cation. If requested, Applicant agrees to provide the information on a separate form such as the Social Security Number

165 Authorization (PAR Form SSA). Failure to provide this information may result in the denial of your application.

166 \_\_\_\_\_ Applicant agrees that Broker(s), his/her agent(s) and/or employee(s) may provide Applicant's social security number,

167 individual taxpayer identification number, driver's license information and date of birth to lenders, title agencies, credit

168 reporting companies, or others as necessary for obtaining reports or information from a credit reporting agency, determin-

169 ing the existence of domestic liens, or for obtaining a criminal background report (for prospective tenants only).

170 **Applicant understands that Brokers have no control over the use of any information after it is disclosed to a third**

171 **party and agrees to release and hold Brokers harmless from any and all liability for any misuse or subsequent dis-**

172 **closure by any third party of the information or reports disclosed by Broker pursuant to the terms of this author-**

173 **ization.**

174 \_\_\_\_\_ Applicant authorizes the Broker for Landlord to contact the Applicant directly.

175 **I HAVE READ AND AGREE TO THE PROVISIONS AS STATED.**

176 **APPLICANT SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

177 **APPLICANT NAME** \_\_\_\_\_ **DATE** \_\_\_\_\_

**RE/MAX 440**

440 S. West End Blvd.  
Route 309  
Quakertown, PA 18951  
Fax: 267-354-6820  
Phone: 215-538-4400

**RE/MAX 440**

701 W. Market St.  
Perkasie, PA 18944  
Fax: 267-354-6810  
Phone: 215-453-7653

**RE/MAX 440**

101 Quakertown Ave.  
Pennsburg, PA 18073  
Fax: 267-354-6830  
Phone: 215-679-9797

**RE/MAX 440**

4092 Skippack Pike  
P.O. Box 880  
Skippack, PA 19474  
Fax: 267-354-6850  
Phone: 610-584-1160

**RE/MAX 440**

423 N. Main St.  
Doylestown, PA 18901  
Fax: 267-354-6860  
Phone: 215-348-7100

**RE/MAX 440**

123 N. Main Street  
Dublin, PA 18917  
Fax: 267-354-6860  
Phone: 215-249-1000

**RE/MAX Central**

1110 N. Broad St.  
Lansdale, PA 19446  
Fax: 267-354-6870  
Phone: 215-362-2260

**RE/MAX Central**

731 Skippack Pike  
Blue Bell, PA 19422  
Fax: 267-354-6880  
Phone: 215-643-3200

**RE/MAX Central**

4789 Route 309  
Center Valley, PA 18034  
Fax: 267-354-6890  
Phone: 610-791-4400

**RE/MAX Central**

4550 W. Tilghman St.  
Allentown, PA 18104  
Fax: 267-354-6840  
Phone: 610-398-8111

## CREDIT AUTHORIZATION FORM

I/We hereby authorize RE/MAX 440 to obtain a credit report on myself/ourselves from a reputable credit bureau. This information is presented with the understanding that it may be used as a basis for the acceptance of a contract by the Seller and for the placement of a loan. The undersigned hereby authorizes the agent to disclose to the Seller, cooperating Brokers and any lender all or any portion of the information contained in said credit report. By our signature(s) we acknowledge receipt of a copy of this credit authorization.

\_\_\_\_\_  
Social Security #\_\_\_\_\_  
Last Name, First Name\_\_\_\_\_  
Date of Birth\_\_\_\_\_  
Social Security #\_\_\_\_\_  
Last Name, First Name\_\_\_\_\_  
Date of Birth

Complete Present Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Zip Code

Please include a \$25 Check or Money Order **PER APPLICANT** made payable to RE/MAX 440 Realty, Inc.

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

Signature: \_\_\_\_\_

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

Signature: \_\_\_\_\_

# CONSUMER NOTICE

## THIS IS NOT A CONTRACT

In an effort to enable consumers of real estate services to make informed decisions about the business relationships they may have with real estate brokers and salespersons (licensees), the Real Estate Licensing and Registration Act (RELRA) requires that consumers be provided with this Notice at the initial interview.

- Licensees may enter into the following agency relationships with consumers:

### *Seller Agent*

As a seller agent the licensee and the licensee's company works exclusively for the seller/landlord and must act in the seller's/landlord's best interest, including making a continuous and good faith effort to find a buyer/tenant except while the property is subject to an existing agreement. All confidential information relayed by the seller/landlord must be kept confidential except that a licensee must reveal known material defects about the property. A subagent has the same duties and obligations as the seller agent.

### *Buyer Agent*

As a buyer agent, the licensee and the licensee's company work exclusively for the buyer/tenant even if paid by the seller/landlord. The buyer agent must act in the buyer/tenant's best interest, including making a continuous and good faith effort to find a property for the buyer/tenant, except while the buyer is subject to an existing contract, and must keep all confidential information, other than known material defects about the property, confidential.

### *Dual Agent*

As a dual agent, the licensee works for *both* the seller/landlord and the buyer/tenant. A dual agent may not take any action that is adverse or detrimental to either party but must disclose known material defects about the property. A licensee must have the written consent of both parties before acting as a dual agent.

### *Designated Agent*

As a designated agent, the broker of the selected real estate company designates certain licensees within the company to act exclusively as the seller/landlord agent and other licensees within the company to act exclusively as the buyer/tenant agent in the transaction. Because the broker supervises all of the licensees, the broker automatically serves as a dual agent. Each of the designated licensees are required to act in the applicable capacity explained previously. Additionally, the broker has the duty to take reasonable steps to assure that confidential information is not disclosed within the company.

- In addition, a licensee may serve as a Transaction Licensee.

A transaction licensee provides real estate services without having any agency relationship with a consumer. Although a transaction licensee has no duty of loyalty or confidentiality, a transaction licensee is prohibited from disclosing that:

- The seller will accept a price less than the asking/listing price,
- The buyer will pay a price greater than the price submitted in the written offer, and
- The seller or buyer will agree to financing terms other than those offered.

Like licensees in agency relationships, transaction licensees must disclose known material defects about the property.

- Before you disclose any financial information to a licensee, be advised that unless you select a business relationship by signing a written agreement, the licensee is NOT representing you. A business relationship is NOT presumed.**

I acknowledge that I have received this disclosure.

Date: \_\_\_\_\_  
 \_\_\_\_\_  
 (Consumer's Printed Name) \_\_\_\_\_  
 \_\_\_\_\_  
 (Consumer's Signature)

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

*Adopted by the State Real Estate Commission at 49 Pa. Code §35.336.*