

The parties hereto understand and agree that:

1. The brokerage fee shall be **10%** of the first year's rent. This fee is payable when the prospective tenant, who is ready, willing and able to perform enter into a written or verbal contract with the landlord for the purpose of renting an apartment.
2. Applicant agrees to pay all fees associated with reference and background checkup when required by the landlord.
3. Once a meeting of minds has been reached between the landlord and tenant, the broker's obligation is discharged. The fee shall be deemed earned and non-refundable.
4. This is an apartment application, subject to the availability, acceptance or rejection at any time by the owner (or agent) at his sole discretion. In the event of a rejection by the property owner/agent, or non-availability of this apartment, then any deposits accepted shall be refunded in full without any further liability against Broker.
5. I, the tenant, represents that the information contained herein is true, and I hereby authorize the Broker and/or the owner/agent to obtain any necessary credit and/or court information and to contact my landlord and employer for verification.
6. The Broker has disclosed to me that he is an agent of the landlord. This means that the Broker has, without limitation, the following fiduciary duties to the landlord: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and a duty to account. In dealing with the renter, the landlord's agent should a) exercise reasonable skill and care in performance of the agent's duties; b) deal honestly, faithfully and in property, except as otherwise provided by law. Ebita Realty Group does not condone discrimination, and is not knowingly party to any discrimination. In the event that Applicant feels that they are being discriminated against by the property owner/agent due to race, creed, color, national origin, sex, age, disability, marital status, sexual preference or other factors prohibited under Federal, State, or Local law, Applicant agrees to immediately notify Broker of this fact. Applicant further agrees that as long as Broker immediately disassociates itself from said property owner/agent, Applicant will not sue Broker either singly or jointly for discrimination or other factors prohibited under Federal, State, or Local law.
7. Tenant also represents that a copy of this application was provided to him/her.
8. All disputes concerning money deposited, Broker's fees, and others that may arise in the process of obtaining an apartment shall first be brought to the attention of the Broker. If the dispute(s) cannot be resolved, tenant(s) shall then have the option to contact the Department of State at (212) 417-5747.

Apartments Offered:

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____

Applicant's Signature:

Broker's Signature:

Name Date

Name Date

Name Date

Name Date

Name Date