



NEW HAMPSHIRE REAL ESTATE COMMISSION

64 South Street, Concord, NH 03301 Tel.: (603) 271-2701

BROKERAGE RELATIONSHIP DISCLOSURE FORM

(This is Not a Contract)

***This form shall be presented to the consumer at the time of first business meeting,
prior to any discussion of confidential information***

Right Now You Are A Customer

As a customer, the licensee with whom you are working is not obligated to keep confidential the information that you might share with him or her. As a customer, you should not reveal any confidential information that could harm your bargaining position.

As a customer, you can expect a real estate licensee to provide the following customer-level services:

- To disclose all material defects actually known by the licensee pertaining to the on-site physical condition of the real estate;
- To treat both the buyer/tenant and seller/landlord honestly;
- To provide reasonable care and skill;
- To account for all monies received from or on behalf of the buyer/tenant or seller/landlord relating to the transaction;
- To comply with all state and federal laws relating to real estate brokerage activity; and
- To perform ministerial acts, such as showing property, preparing and conveying offers, and providing information and administrative assistance.

To Become A Client

Clients receive more services than customers. You become a client by entering into a written contract for representation as a seller/landlord or as a buyer/tenant.

As a client, in addition to the customer-level services, you can expect the following client-level services:

- Confidentiality;
- Loyalty;
- Disclosure;
- Lawful Obedience; and
- Promotion of the client's best interest.

For seller/landlord clients this means the agent will put the seller/landlord's interests first and work on behalf of the seller/landlord.

For buyer/tenant clients this means the agent will put the buyer/tenant's interest first and work on behalf of the buyer/tenant.

Client-level services also include advice, counsel and assistance in negotiations.

**For important information about your choices in real estate relationships,
please see page 2 of this disclosure form**

I acknowledge receipt of this disclosure as required by the New Hampshire Real Estate Commission (Pursuant to Rea 701.01).

I understand as a customer I should not disclose confidential information.

Name of Consumer (Please Print)

Name of Consumer (Please Print)

Signature of Consumer

Date

Signature of Consumer

Date

Provided by: _____

Licensee

Date

(Name of Real Estate Brokerage Firm)

(Licensee's Initials) Consumer has declined to sign this form.

To check on the license status of a real estate firm or licensee go to www.nh.gov/nhrec. Inactive licensees may not practice real estate brokerage.

Types of Brokerage Relationships commonly practiced in New Hampshire

SELLER AGENCY (RSA 331-A:25-b)

A seller agent is a licensee who acts on behalf of a seller or landlord in the sale, exchange, rental, or lease of real estate. The seller is the licensee's client and the licensee has the duty to represent the seller's best interest in the real estate transaction.

BUYER AGENCY (RSA 331-A:25-c)

A buyer agent is a licensee who acts on behalf of a buyer or tenant in the purchase, exchange, rental, or lease of real estate. The buyer is the licensee's client and the licensee has the duty to represent the buyer's best interests in the real estate transaction.

SINGLE AGENCY (RSA 331-A:25-b; RSA 331-A:25-c)

Single agency is a practice where a firm represents the buyer only, or the seller only, but never both in the same transaction. Disclosed dual agency cannot occur.

SUB-AGENCY (RSA 331-A:2, XIII)

A sub-agent is a licensee who works for one firm, but is engaged by the principal broker of another firm to perform agency functions on behalf of the principal broker's client. A sub-agent does not have an agency relationship with the customer.

DISCLOSED DUAL AGENCY (RSA 331-A:25-d)

A disclosed dual agent is a licensee acting for both the seller/landlord and the buyer/tenant in the same transaction with the knowledge and written consent of all parties.

The licensee cannot advocate on behalf of one client over another. Because the full range of duties cannot be delivered to both parties, written informed consent must be given by all clients in the transaction.

A dual agent may not reveal confidential information without written consent, such as:

1. Willingness of the seller to accept less than the asking price.
2. Willingness of the buyer to pay more than what has been offered.
3. Confidential negotiating strategy not disclosed in the sales contract as terms of the sale.
4. Motivation of the seller for selling nor the motivation of the buyer for buying.

DESIGNATED AGENCY (RSA 331-A:25-e)

A designated agent is a licensee who represents one party of a real estate transaction and who owes that party client-level services, whether or not the other party to the same transaction is represented by another individual licensee associated with the same brokerage firm.

FACILITATOR (RSA 331-A:25-f)

A facilitator is an individual licensee who assists one or more parties during all or a portion of a real estate transaction without being an agent or advocate for the interests of any party to such transaction. A facilitator can perform ministerial acts, such as showing property, preparing and conveying offers, and providing information and administrative assistance, and other customer-level services listed on page 1 of this form. This relationship may change to an agency relationship by entering into a written contract for representation, prior to the preparation of an offer.

ANOTHER RELATIONSHIP (RSA 331-A:25-a)

If another relationship between the licensee who performs the services and the seller, landlord, buyer or tenant is intended, it must be described in writing and signed by all parties to the relationship prior to services being rendered.



RESIDENTIAL APPLICATION FOR LEASE AGREEMENT

3 Penstock Way Newmarket, NH 03857

P: (603)749-3355

MAKE DEPOSIT CHECKS PAYABLE TO THE ENTITY. NOT TO CHINBURG MANAGEMENT

PROPERTY ADDRESS: _____ APT # _____

MONTHLY RENT \$ _____ LEASE START DATE _____

NAME: _____ Date of Birth _____ SS# _____

Address _____ Cell: _____ (W) : _____

City: _____ State: _____ Zip code: _____

Personal Email: _____ Work Email: _____

PRESENT LANDLORD: _____ Phone # _____

Address of Unit Rented? _____

Years There? _____ Monthly Rent? \$ _____ Reason for Vacating? _____

PREVIOUS LANDLORD: _____ Phone # _____

Address of Unit Rented? _____

Years There? _____ Monthly Rent? \$ _____ Reason for Vacating? _____

Has a previous Landlord ever brought you to court? Yes/ No. If "yes" please explain fully with the names and dates and if the case went to small claims court _____

CM Comments _____

PRESENT EMPLOYER: _____ Position: _____

Supervisor's Name: _____ Phone # _____ Length of Employment: _____ Yrs. _____ Mos.

Address: _____

Position is (circle one): Temporary Permanent Seasonal . Average Hours worked: _____/wk.

Gross Salary: \$ _____ hr. \$ _____ wk. \$ _____ mo \$ _____ year. Bonus/Commission: \$ _____

Other Income/Source (Proof of Income May Be Required): _____ Amount Per Month: \$ _____

PAST EMPLOYER: _____ Position: _____

Supervisor's Name: _____ Phone # _____ Length of Employment: _____ Yrs. _____ Mos.

Address: _____

Position was (circle one): Temporary Permanent Seasonal . Average Hours worked: _____/wk.

Gross Salary: \$ _____ hr. \$ _____ wk. \$ _____ mo \$ _____ year. Bonus/Commission: \$ _____

Other Income/Source (Proof of Income May Be Required): _____ Amount Per Month: \$ _____

CM Comments _____

What Type of Pets do you own? _____ Did Agent inform you of pet fees? Yes / No. Do you own a water bed? Yes / No

Did Agent inform you of the Washer/Dryer Hook ups? Yes / No. (Newmarket & Cocheco Mills: Ventless dryers ONLY! 110v)

Do you carry Renters Insurance? Yes / No. Insurance carrier? _____

Have you ever been convicted of a crime? Yes / No. Do you have any restrictions? Yes / No. If "yes" explain? _____



FINAL TERMS OF THE RESIDENTIAL APPLICATION

Chinburg Properties shall not be liable to applicant for failure to deliver possession of the premises at the time agreed beyond refund of the deposit received from the applicant. The undersigned warrants that the above stated information is true and correct and authorizes verification of such information, including but not limited to, the obtaining of credit report and verification of employment and rental/homeowner history.

Additionally, if you are self-employed, you must provide tax returns as proof of income. If this application for tenancy is approved, Applicant's residency shall be governed by terms and conditions of the fully executed Agreement to Rent or Lease between Owner's Agent(s) and Tenant(s), including all addendums and attachments. Thereto, and further, Tenant shall be responsible for their allocable share of utility costs incurred by Owner.

I hereby certify that I am over 18 years of age and that the above application is true, complete and accurate to the best of my knowledge. I understand that any misrepresentation or omission of information is grounds for eviction. I also give the landlord or its agent's permission to verify all the information given in this application, including past rental information, personal references and employment information provided. I authorize the Landlord to obtain a current credit and criminal background check and contact any of the above mentioned references. I understand that this application is not a rental agreement and that this application does not create any obligation on the Landlord or its agents.

I have **completed** the application in full and deposited here within the sums of one month's actual rent as an Earnest Money Deposit and **\$25.00 per single applicant and \$30.00 per married couple** who sign the lease to cover the cost of the application processing fee. The Earnest Money, less the application fee, is to be refunded unless this application is accepted within a reasonable time from the date hereof (10 business days) or if the applicant(s) application is not approved by Agent(s) applicant is entitled to the return of the earnest money less application fee. Upon approval/acceptance notification by management, the deposit/earnest money is **NON-REFUNDABLE, no exceptions** and is placed into escrow.

National Association of REALTORS requires that you are provided the following disclosure:

As a prospective tenant, you should be aware that Chinburg Management, LLC are agents of the Owner/ Landlord and they owe their fiduciary duties to the Owner / Landlord.

Applicants #1 Signature: _____ **Date** _____

In case of Emergency notify? _____

Address: _____ Phone: _____ Relationship _____

A PHOTOCOPY OF A PICTURE ID IS REQUIRED AT TIME OF SUBMITTING APPLICATION.

SOURCE OF REFERRAL? SIGN _____ **NEWSPAPER** _____ **INTERNET** _____ **OTHER:** _____

RELEASE FOR REQUIRED INFORMATION

Applicant's Full Name: _____

Landlord Authorization: I authorize Chinburg Management to contact past and present landlords to discuss tenancy. (Length of tenancy, monthly rent, status, etc.) I understand that information obtained will and can be used in the decision process.

App Initial _____

Employment Authorization: In order to verify employment I authorize Chinburg Management to obtain past and present employment regarding, but not limited to: length of employment, verification of pay / wage, verification of typically hours worked, position, etc.

App Initial _____

Credit Authorization: I hereby authorize Chinburg Management to obtain a credit report from the appropriate credit bureau. This information will be confidential and will not be shared with any outside source.

App Initial _____

Applicant's Signature _____ **Date:** _____

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