



Date August 24, 2017

Owner Name Gul Cevikoglu  
 Owner Address 362 W 127, 3A  
 City State Zip NY, NY 10027

**EXCLUSIVE RIGHT TO RENT- LEASE OR SUBLET**

Property Address 362 West 127th Street  
 Property Apt # 3A  
 City, State Zip New York, NY 10027  
 (hereinafter "the Property")

Dear Gul



Keller Williams NYC is pleased to provide you with exclusive brokerage and marketing services for the lease of the above-referenced Property, through Agent(s) Laura Cook.  
 The terms and conditions of this agreement are as follows:

- ✓ **Rental Price:** \$ 2150 per month unfurnished, or \$ N/A per month furnished.
- ✓ **Rental Length:** A Minimum lease length of 12 months to a Maximum lease length of \_\_\_\_\_ months.

1. You hereby grant us, Keller Williams NYC, the exclusive right to rent, lease, and/or sublease the Property.
2. You represent to us that (**select one**):

- ☐ You are the owner(s) of, or authorized representative of, the Property and are authorized to lease the Property without the consent of any other person. (not applicable for co-ops or condos)
- ☐ You are the tenant of the Property and will cooperate with Keller Williams NYC and any prospective tenant(s) in obtaining the consent of the Landlord (for sublets and lease assignments, etc.).
- ☒ The Property is a condominium unit, you are the owner, and you will cooperate with Keller Williams NYC and any prospective tenant(s) in obtaining the waiver of right of first refusal of the Condominium Board of Managers.
- ☐ The Property is a cooperative apartment, you are the holder of the proprietary lease for the Property, and you will cooperate with Keller Williams NYC and any prospective tenant in obtaining the consent of the Cooperative Board of Directors.

Any lease or sale is subject to the approval of the Landlord, Condominium, or Cooperative, as applicable, as well as your approval. You authorize Keller Williams NYC to contact the foregoing, or their managing agents, to verify the status of the Property and all necessary approvals.

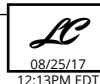
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3. This agreement shall be effective as of 08/25/2017 and continue in full force and effect until 10/31/2017 (hereinafter the "Term"). In the event you are negotiating a lease with a prospective tenant for the Property that is subject to approval outlined in paragraph 2 during the Term of this Agreement, you agree that the expiration date of this Agreement shall be extended until such time as the lease terms are finalized and approval is given and the tenant takes possession of the Property. Nothing contained herein is intended to reduce the Term of this Agreement.

\* can be ended within 2 weeks of start date

4. You authorize us to offer the Property for rent at a price and lease term set forth above or subsequently authorized by you in writing.



5. We agree to offer the Property for rent; advertise and market it; arrange inspections and open houses, and submit to you and negotiate all offers made by prospective tenants. We agree to advertise the Property at our expense. You authorize us to create and direct all marketing and agree that no other advertising or marketing shall be permitted unless specifically authorized by us. In our effort to best market and advertise the Property we will arrange for professional photography and other media such as floor plans, videography, virtual staging, etc. (if appropriate). To permit scheduling, preparation, and completion of these services you hereby permit us to: (i) complete these services, and (ii) delay the marketing, advertising, and releasing of listing information to the brokerage community and general public for a period of up to five (5) business days.

6. If the Property is leased pursuant to this agreement, you agree (**select one**):

☒ You will pay Keller Williams NYC a commission equal to one month's rent for the first year of the lease of the Property and any garage or parking space, storage space, and/or household furnishings included under the lease agreement. The Property will be marketed as a "No Fee Rental" and as a "Courtesy Listing" to other brokers, who will be paid by the tenant.

☐ You will pay Keller Williams NYC a commission equal to \_\_\_\_\_ % percent of the aggregate lease amount for the first year of the lease of the Property and any garage or parking space, storage space, and/or household furnishings included under the lease agreement. Property will be marketed as a "No Fee Rental" to both tenant and other brokers. In the event another licensed real estate broker solicited by us is involved in the transaction the total commission shall be \_\_\_\_\_ % percent. We shall pay the cooperating broker a commission in accordance with a separate co-brokerage agreement between Keller Williams NYC and such Broker.

☐ All commissions, including co-brokerage fees, will be paid by the tenant. You will notify us if a lease of less than one year is extended, for the tenant may be obligated to pay additional commissions for an extension. There is no additional fee for leases or extensions past one year.

7. In our effort to effect a satisfactory lease you authorize us at our own discretion (i) to solicit the cooperation of other licensed real estate brokers (hereinafter "Cooperating Brokers") who will act as agents of prospective tenants, and (ii) to work with them on a cooperating basis for the lease of the Property.

8. You understand that we represent you except if another Keller Williams NYC agent represents the tenant. In that case, Keller Williams NYC will be a dual agent with designated agents representing the landlord/owner and tenant. In all instances, Keller Williams NYC treats all parties fairly and honestly.

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9. During the term of this agreement, you agree to refer to us all inquiries, proposals and offers received by you regarding the Property including, but not limited to, those from prospective tenants, principals and other brokers. You further agree to conduct all negotiations with respect to the lease, sale, or other disposition of the Property solely and exclusively through our firm. If you lease or sell the Property to anyone you have not referred to Keller Williams NYC, you agree to pay us a commission set forth in Paragraph 6 and/or Paragraph 10 of this Agreement. If, during the term of this agreement, you decide to offer the Property for sale, either simultaneously with or instead of for lease, Keller Williams NYC will have the exclusive right to sell the Property.

10. If a tenant introduced to you by us purchases the Property, and any other property in connection therewith, including, without limitation, household furnishings and other personal property, and any garage and storage space during the term of the lease (or any extension thereof) or within six (6) months of the tenant's vacating the Property as set forth above, Keller Williams NYC will be recognized as the sole real estate broker for the sale and our commission to be paid by you shall be six (6%) percent of the total sale price. Payment of the commission shall be dispensed from the proceeds paid to the owner at the closing and shall be in the form of a certified check or attorney's check.


11. Pursuant to the Real Estate Board of New York's Residential Code of Ethics and Co-Brokerage Agreement, if a tenant cannot be procured by the expiration of this Agreement, within three (3) business days after the expiration of this Agreement, we will deliver to you in writing a list of no more than six (6) names of persons who inspected the Property during the term of the listing. If within one hundred eighty (180) days after the expiration of this Agreement, a sales contract or lease for the Property is executed with any of the six persons, or by family members, business entities, or any other party related to, a person named on the list, Keller Williams NYC shall be entitled to the commission provided for under Paragraph 6 and/or Paragraph 10 of this Agreement.

12. If applicable, you will provide to us a copy of the Lease/Sublet Requirements of your Condominium or Cooperative Corporation and you will cooperate with Keller Williams NYC in our effort to obtain any other documentation (relevant to the Lease/Sublet of the Property) from the Condominium or Cooperative Corporation.

13. This Agreement shall be subject to, and governed by the laws and jurisdiction of the State of New York, without regard to conflicts of law's provisions. Should it be necessary for us to initiate arbitration proceedings as a result of your failure to pay the commission as stated herein, we shall be able to recover any and all reasonable legal fees including costs and disbursements incurred therein.

14. This Agreement represents and embodies the entire agreement between the parties and supersedes any previous oral or written agreements, discussions or understandings. This Agreement shall bind and benefit the personal representatives, successors, and assigns of the parties, and may not be changed, rescinded, or modified, except by a writing signed by both parties. This Agreement shall not be binding upon either party until a counterpart thereof is signed by You and by a corporate officer of Keller Williams NYC.

15. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original agreement, but all of which shall constitute but one and the same agreement. Facsimile, scanned and emailed, and digital signatures on this Agreement shall constitute originals signatures of the parties.

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16. **LEAD PAINT DISCLOSURE LAW:** If your Property was built prior to 1978, you have an obligation to disclose to the tenant and the tenant's agent all information known to you regarding the presence of lead-based paint and lead-based paint hazards within this target housing. All information known to the Landlord's agent regarding the presence of lead-based paint and lead-based paint hazards within this target housing will be disclosed to the Tenant. In order to comply with federal laws regarding disclosure and information on lead based paint, we are attaching a copy of the publication "Protect Your Family from Lead in Your Home" and the disclosure form which you must fill out and return to us with this Agreement. You hereby acknowledge that we have informed you of your obligations under the Lead Paint Disclosure Law [42 U.S.C. 4852 (d)] and that you are aware of your responsibility to ensure compliance therewith as applicable.

17. **BEDBUG DISCLOSURE:** You hereby acknowledge that pursuant to the New York City Housing Maintenance Code, you, as the owner of the property, shall furnish (i) to any prospective tenant (or subtenant) signing a rental lease or sublease (including the rental of a condominium unit or sublease of a cooperative apartment) or (ii) to any prospective buyer of a cooperative apartment, a notice that sets forth the bedbug infestation history of the apartment and building. In this connection, you understand that such notice must be signed by you and the tenant (or buyer, as the case may be) on the form promulgated by the DHCR entitled "Notice to Tenant – Disclosure of Bedbug Infestation History". Broker shall have no responsibility to make the bedbug infestation disclosure and to prepare or deliver such form to tenant or prospective purchaser.

18. **FAIR HOUSING NOTIFICATION:** Keller Williams NYC is committed to, and conducts business in accordance with, all Federal, State and Local fair housing laws. It is our policy to provide housing opportunities to all persons regardless of their protected class. It is agreed that this property is listed in full compliance with these laws and our policy.

19. **ARBITRATION:** The merits of any dispute arising under or in connection with this agreement, including any agent working in cooperation with the terms of this listing, shall be determined before an arbitrator in the County of New York, State of New York pursuant to the commercial arbitration rules then in effect with the American Arbitration Association. Judgment upon the award may be entered in any court of competent jurisdiction. Should the disputed amount of the commission not exceed the jurisdictional limit of the Small Claims Division of the Civil Court of the City of New York, the parties agree to utilize that forum.

If the foregoing meets with your approval, please sign and return a copy of this agreement. A countersigned copy will be returned to you either by email, facsimile, mail, or in person.

Sincerely,

Agent Name: **Laura Cook**

Licensed RE ☒ Salesperson ☐ Associate Broker  
Keller Williams NYC

Agent Name:

Licensed RE ☐ Salesperson ☐ Associate Broker  
Keller Williams NYC

**SIGNATURES ON NEXT PAGE**

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**AGREED TO AND ACCEPTED BY:**

<i>Gul Cevikoglu</i>	dotloop verified 08/25/17 12:28PM EDT RGLW-GEON-JBZ9-89QX
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Owner Gul Cevikoglu

Phone 646-283-8303

Email gulroses@yahoo.com

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Owner \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

**APPROVED BY:**

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Fanny Montalvo  
Real Estate Broker (BOR)  
Managing Director  
Keller Williams NYC



New York State  
DEPARTMENT OF STATE  
Division of Licensing Services  
P.O. Box 22001  
Albany, NY 12201-2001

Customer Service: (518) 474-4429  
[www.dos.state.ny.us](http://www.dos.state.ny.us)

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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 can not 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 in-



formed 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 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 \_\_\_\_\_ (print name of licensee) of \_\_\_\_\_

(print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Landlord as a (check relationship below) | <input type="checkbox"/> Tenant as a (check relationship below) |
| <input checked="" type="checkbox"/> Landlord's agent                         | <input type="checkbox"/> Tenant's agent                         |
| <input type="checkbox"/> Broker's agent                                      | <input type="checkbox"/> Broker's agent                         |
| <input type="checkbox"/> Dual agent*   |   |
| <input type="checkbox"/> 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 seller in this transaction.

(I) (We) \_\_\_\_\_ Gul Cevikoglu \_\_\_\_\_ acknowledge receipt of a copy of this disclosure

form: signature of ☒ Landlord(s) and/or { ☐ } Tenant(s):

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ANP2-PDMP-RIZ9-NSVY

Date: 08/25/2017

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

\*Landlord will be informed by e-mail or other writing if dual agency with designated agents occurs based on transaction.