



## 2015 SUMMER RENTAL UPDATE

The 2015 summer and racing seasons are upon us and we are currently updating our seasonal rental listings.

The NYC Ballet will be performing at the Saratoga Performing Arts Center from Tuesday, July 7<sup>th</sup> through Saturday, July 18<sup>th</sup>. The racing season includes 40 days starting Friday, July 24<sup>th</sup> through Monday, September 7<sup>th</sup>.

Enclosed is the rental form that describes your property and its amenities as well as the New York State mandated disclosure form. This disclosure must be signed by you as landlord before we can process your listing. Also enclosed is the Landlord's Tip Sheet with suggestions for preparing your home for rental.

As in the past, our commission is 10% of the agreed-upon rent. This is a non-exclusive rental listing, leaving you free to market your rental through any other source you deem appropriate. If you are planning to rent for all or part of the summer, please fill out and sign the rental form, sign the NYS mandated disclosure on the back and return to us.

We enjoy working with you throughout the seasonal rental period. As we are full-time sales associates, we also can assist you with any of your real estate needs.

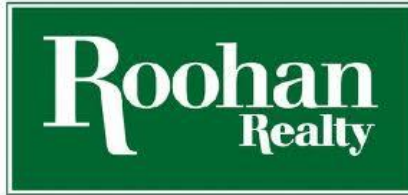
Please call us if we can answer any questions or be of service.

Sincerely,

Earline Johnson

*A tradition of excellence & trust since 1969.*

519 BROADWAY, SARATOGA SPRINGS, NY 12866 | (518) 587-4500 | [www.roohanrealty.com](http://www.roohanrealty.com)



519 BROADWAY SARATOGA SPRINGS NY 12866  
 (518) 587- 4500 (518) 587- 4509 FAX  
 www.roohanrealty.com

NAME: \_\_\_\_\_

**DATES AVAILABLE & RENTAL FEE**

ADDRESS: \_\_\_\_\_

**NYC BALLET**

7/07/15 – 7/18/15 \$ \_\_\_\_\_

\_\_\_\_\_

**FULL RACE SEASON**

7/24/15 – 9/07/15 \$ \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

Meet \$ \_\_\_\_\_

DIRECTIONS: \_\_\_\_\_

Weekly \$ \_\_\_\_\_

Available Dates \_\_\_\_\_

\_\_\_\_\_

**SECURITY DEPOSIT** \$ \_\_\_\_\_

MILES/MIN. TO TRACK \_\_\_\_\_ MILES/MIN. TO SPAC \_\_\_\_\_ MILES/MIN. TO DOWNTOWN \_\_\_\_\_  
**(PLEASE CIRCLE MILES OR MIN.)**

STYLE OF HOUSE/APT \_\_\_\_\_ # BEDROOMS \_\_\_\_\_ # BATHS \_\_\_\_\_

**HOME AMENITIES**

Laundry \_\_\_\_\_ Dishwasher \_\_\_\_\_ Microwave \_\_\_\_\_ # TV/DVD \_\_\_\_\_ / \_\_\_\_\_ Central A/C \_\_\_\_\_ Window A/C \_\_\_\_\_  
 Cable/Digital \_\_\_\_\_ Internet \_\_\_\_\_ Master Suite(s) \_\_\_\_\_ Pool \_\_\_\_\_ Jacuzzi/Hot Tub \_\_\_\_\_ Lake/Views \_\_\_\_\_ Patio \_\_\_\_\_  
 Deck \_\_\_\_\_ Grill \_\_\_\_\_ Porch \_\_\_\_\_ Open/Screened \_\_\_\_\_ Garage \_\_\_\_\_ Parking \_\_\_\_\_

**OTHER** \_\_\_\_\_

Pets: YES \_\_\_\_\_ NO \_\_\_\_\_ Smoking: YES \_\_\_\_\_ NO \_\_\_\_\_ Cleaning: \_\_\_\_\_

<b>FLOORS</b>	<b>Basement</b>	<b>1<sup>st</sup></b>	<b>2<sup>nd</sup></b>	<b>3<sup>rd</sup></b>	<b><u>Size of Bedroom/Select Bed Size</u></b> <b>King/Queen/ Double/Twin/Trundle/</b> <b>Sofa Sleeper</b>
<b>Living Room</b>					<b>Master Suite -</b>
<b>Dining Room</b>					<b>Guest 1-</b>
<b>Kitchen</b>					<b>Guest 2-</b>
<b>#Bedrooms</b>					<b>Children's -</b>
<b>#Bathrooms</b>					<b>Basement -</b>
<b>Family Room</b>					
<b>Other</b>					

**DETAILED DESCRIPTION OF THE PROPERTY FOR THE ROOHAN REALTY WEBSITE:**

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**I DO/DO NOT (circle one)** want photos of my home on the website. Please provide us with a CD of your photos or email them to [info@roohanrealty.com](mailto:info@roohanrealty.com) in jpeg format.

**LANDLORD:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PLEASE PRINT**

**NAME:** \_\_\_\_\_ **DAY PHONE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **CELL PHONE:** \_\_\_\_\_

**CITY/STATE/ZIP:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

Please sign below and on the New York State mandated disclosure sheet on the back. The **LANDLORD** agrees to pay **ROOHAN REALTY** a fee or commission for arranging a **SUMMER RENTAL AGREEMENT** between **OWNER** and **TENANT**. The amount of this payment is ten percent (10%) of the rental amount. **ROOHAN REALTY** will not hold any security deposit. Upon signing the rental agreement, the tenant will pay half (1/2) of this rent as a non-refundable deposit. The balance of the rent is payable on or before \_\_\_\_\_. Leases will be drawn upon mutual agreements signed and deposit given. The 10% non-refundable commission will be paid to **ROOHAN REALTY** from the initial deposit. In the event of future rentals of this property to the same parties, a like commission shall be paid to **ROOHAN REALTY** by the **LANDLORD**.

**LANDLORD:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Thank you for choosing Roohan Realty.**



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

Customer Service: (518) 474-4429  
Fax: (518) 473-6648  
Web site: [www.dos.state.ny.us](http://www.dos.state.ny.us)

## NEW YORK STATE DISCLOSURE FORM FOR LANDLORD and TENANT

### 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 associates.

Throughout the transaction you may receive more than one disclosure form. The law requires 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.

#### 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 tenant's ability and/or willingness to perform a contract to rent or lease landlord's property that are not inconsistent with the agent's fiduciary duties to the tenant.

##### BROKER'S AGENT

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 cannot 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 informed 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.

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.

**DUAL AGENT WITH DESIGNATED SALES AGENTS**

If the tenant and the landlord provide their informed consent in writing, the principals or 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

This form was provided to me by Earline Johnson (print name of licensee) of Roohan Realty (print name of company, firm or brokerage),

a licensed real estate broker acting in the interest of the

- Landlord as a (check relationship below)
- Landlord's agent
- Broker's agent

- Tenant as a (check relationship below)
- Tenant's agent
- Broker's agent

- Dual agent
- Dual agent with designated sales agents

If dual agent with designated sales agents is checked:

\_\_\_\_\_ is appointed to represent the tenant; and  
\_\_\_\_\_ is appointed to represent the landlord in this transaction.

(I)(We) \_\_\_\_\_

acknowledge receipt of a copy of this disclosure form:

Signature of  Tenant(s) and/or  Landlord(s):

→ \_\_\_\_\_  
\_\_\_\_\_

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

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



## LANDLORD'S TIP SHEET

**EARLY EDITION \* TIPS FOR SEASONAL RENTING \* FREE!**

- List early
- Homeowner to provide photos
- Price house competitively
- Complete all repairs and renovations before showing
- Make house easy to show
- Obtain a written rental commitment and a substantial deposit
- Prepare your home for the rental period
  - air conditioner and furniture rental arranged (if needed)
  - telephone company notified
  - insurance agent informed
  - at least 1 full sized dresser in each bedroom – drawers emptied
  - bedroom closets emptied
  - personal effects stored
  - irreplaceable objects packed away
  - refrigerator, medicine and kitchen cabinets emptied
  - adequate towels and linens available
  - provisions made for grounds maintenance (pools included)
  - trash removal arranged
  - post office notified
  - emergency names and phone numbers available
  - operating instructions left (for equipment)
  - house totally cleaned and ready for occupancy
  - arrangements made for tenants' arrival
- Inspect property upon return
- Refund security deposit promptly