

Application for Rental Housing

Applicant Last Name		First		Middle	
Home Phone		Cell Phone		Work Phone	
Email Address			Social Security # or INS#		
Drivers License # and State			Date of Birth		
Present Address			City		State and Zip Code
Dates	Rent Amount	Landlord Name		Landlord Phone Number	
Reason for Moving:					
Previous Address			City		State and Zip Code
Dates	Rent Amount	Landlord Name		Landlord Phone Number	
Present Employer		Position		Dates	Permanent? Yes No
Gross Monthly Salary (before taxes)		Supervisor		Supervisor Phone Number	
Other Income Sources and Amounts				Contact for Verification - Name and Phone Number	
Have you filed bankruptcy? Yes No If yes, please explain:		Have you ever been evicted or asked to move? Yes No If yes, please explain:		Have you been convicted of a crime? Yes No If yes, please explain:	
Vehicle Year, Make, and Model				License Plate Number	
Will there be anyone living in this home with you?					
<p>I declare that these statements are true and I understand that failure to complete this form completely and truthfully may result in denial of the application and forfeiture of the application fees and/or deposit. I agree that a photocopy or facsimile copy of this form will serve as authorization. I authorize a criminal background check and understand that this may be run through the BCA. I authorize Friemann Companies, Inc. and its agents to investigate my criminal, residential, employment, and/or income history. Friemann Companies, Inc. is the landlord or owner's agent and <u>not your agent</u>. Although we do not represent you, Friemann Companies, Inc. <u>will disclose all adverse material facts</u> about the property known by us. This application is <u>not a contract</u>.</p> <p>By signing below, I acknowledge complete understanding of this agency disclosure. I have had the opportunity to ask any and all questions related to this application.</p>					
Signature				Date	

FRIEMANN COMPANIES

We welcome your application for the property located at:

The owner of this property is the person who makes the final decision to accept or deny your application. Their decision could be based on the reports provided by us, but completed by a third party research company. Your application may be accepted or denied based on multiple factors.

Some of these include:

- Prior evictions
- Lack of sufficient income
- Drug charges
- Other felony or misdemeanor crimes
- Poor or unverifiable rental history
- Credit scores below 500

Each third party research company will be verifying credit, criminal history, rental references, and employment. If you are denied rental, you are entitled to contact the company for a copy of the report.

The application fee, whether you are accepted or denied, is non-refundable.

The owner of this property will receive these reports within 24-36 hours after they are submitted. At that time the owner will review your history and accept or deny your application.

Owners sometimes choose to accept an application that does not meet the above criteria, but will require an additional deposit.

Printed Name

Signature

Date

AGENCY RELATIONSHIPS IN REAL ESTATE TRANSACTIONS

1. Page 1

2. **MINNESOTA LAW REQUIRES** that early in any relationship, real estate brokers or salespersons discuss with
3. consumers what type of agency representation or relationship they desire.⁽¹⁾ The available options are listed below. This
4. is **not** a contract. **This is an agency disclosure form only. If you desire representation you must enter into a**
5. **written contract, according to state law** (a listing contract or a buyer/tenant representation contract). Until such time
6. as you choose to enter into a written contract for representation, you will be treated as a customer and will not receive
7. any representation from the broker or salesperson. The broker or salesperson will be acting as a Facilitator (see
8. paragraph V on page two (2)), unless the broker or salesperson is representing another party, as described below.

9. **ACKNOWLEDGMENT: I/We acknowledge that I/we have been presented with the below-described options.**
10. **I/We understand that until I/we have signed a representation contract, I/we am/are not represented by the**
11. **broker/salesperson. I/We understand that written consent is required for a dual agency relationship.**

12. **THIS IS A DISCLOSURE ONLY, NOT A CONTRACT FOR REPRESENTATION.**

13. _____
(Signature) (Date) (Signature) (Date)

14. I. **Seller's/Landlord's Broker:** A broker who lists a property, or a salesperson who is licensed to the listing broker,
15. represents the Seller/Landlord and acts on behalf of the Seller/Landlord. A Seller's/Landlord's broker owes to
16. the Seller/Landlord the fiduciary duties described on page two (2).⁽²⁾ The broker must also disclose to the Buyer
17. material facts as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and
18. significantly affect the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to
19. rental/lease transactions.) If a broker or salesperson working with a Buyer/Tenant as a customer is representing the
20. Seller/Landlord, he or she must act in the Seller's/Landlord's best interest and must tell the Seller/Landlord any
21. information disclosed to him or her, except confidential information acquired in a facilitator relationship (see paragraph
22. V on page two (2)). In that case, the Buyer/Tenant will not be represented and will not receive advice and counsel
23. from the broker or salesperson.

24. II. **Subagent:** A broker or salesperson who is working with a Buyer/Tenant but represents the Seller/Landlord. In this
25. case, the Buyer/Tenant is the broker's customer and is not represented by that broker. If a broker or salesperson
26. working with a Buyer/Tenant as a customer is representing the Seller/Landlord, he or she must act in the
27. Seller's/Landlord's best interest and must tell the Seller/Landlord any information that is disclosed to him or her.
28. In that case, the Buyer/Tenant will not be represented and will not receive advice and counsel from the broker or
29. salesperson.

30. III. **Buyer's/Tenant's Broker:** A Buyer/Tenant may enter into an agreement for the broker or salesperson to represent
31. and act on behalf of the Buyer/Tenant. The broker may represent the Buyer/Tenant only, and not the Seller/Landlord,
32. even if he or she is being paid in whole or in part by the Seller/Landlord. A Buyer's/Tenant's broker owes to the
33. Buyer/Tenant the fiduciary duties described on page two (2).⁽²⁾ The broker must disclose to the Buyer material facts
34. as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and significantly affect
35. the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)
36. If a broker or salesperson working with a Seller/Landlord as a customer is representing the Buyer/Tenant, he or
37. she must act in the Buyer's/Tenant's best interest and must tell the Buyer/Tenant any information disclosed to him
38. or her, except confidential information acquired in a facilitator relationship (see paragraph V on page two (2)). In
39. that case, the Seller/Landlord will not be represented and will not receive advice and counsel from the broker or
40. salesperson.

41. _____ I have had the opportunity to review the "Notice Regarding Predatory Offender Information" on
(initial) (initial)
42. page two. (2)

AGENCY RELATIONSHIPS IN REAL ESTATE TRANSACTIONS

43. Page 2

44. **IV. Dual Agency - Broker Representing both Seller/Landlord and Buyer/Tenant:** Dual agency occurs when one
45. broker or salesperson represents both parties to a transaction, or when two salespersons licensed to the same
46. broker each represent a party to the transaction. Dual agency requires the informed consent of all parties, and
47. means that the broker and salesperson owe the same duties to the Seller/Landlord and the Buyer/Tenant. This
48. role limits the level of representation the broker and salesperson can provide, and prohibits them from acting
49. exclusively for either party. In a dual agency, confidential information about price, terms and motivation for pursuing
50. a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose
51. specific information about him or her. Other information will be shared. Dual agents may not advocate for one party
52. to the detriment of the other.⁽³⁾
53. Within the limitations described above, dual agents owe to both Seller/Landlord and Buyer/Tenant the fiduciary
54. duties described below.⁽²⁾ Dual agents must disclose to Buyers material facts as defined in MN Statute 82.68, Subd.
55. 3, of which the broker is aware that could adversely and significantly affect the Buyer's use or enjoyment of the
56. property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)
57. **V. Facilitator:** A broker or salesperson who performs services for a Buyer/Tenant, a Seller/Landlord or both but
58. does not represent either in a fiduciary capacity as a Buyer's/Tenant's Broker, Seller's/Landlord's Broker or Dual
59. Agent. **THE FACILITATOR BROKER OR SALESPERSON DOES NOT OWE ANY PARTY ANY OF THE FIDUCIARY
60. DUTIES LISTED BELOW, EXCEPT CONFIDENTIALITY, UNLESS THOSE DUTIES ARE INCLUDED IN A
61. WRITTEN FACILITATOR SERVICES AGREEMENT.** The facilitator broker or salesperson owes the duty of
62. confidentiality to the party but owes no other duty to the party except those duties required by law or contained in
63. a written facilitator services agreement, if any. In the event a facilitator broker or salesperson working with a Buyer/
64. Tenant shows a property listed by the facilitator broker or salesperson, then the facilitator broker or salesperson
65. must act as a Seller's/Landlord's Broker (see paragraph I on page one (1)). In the event a facilitator broker or
66. salesperson, working with a Seller/Landlord, accepts a showing of the property by a Buyer/Tenant being represented
67. by the facilitator broker or salesperson, then the facilitator broker or salesperson must act as a Buyer's/Tenant's
68. Broker (see paragraph III on page one (1)).

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69. ⁽¹⁾ This disclosure is required by law in any transaction involving property occupied or intended to be occupied by
70. one to four families as their residence.
71. ⁽²⁾ The fiduciary duties mentioned above are listed below and have the following meanings:
72. Loyalty - broker/salesperson will act only in client(s)' best interest.
73. Obedience - broker/salesperson will carry out all client(s)' lawful instructions.
74. Disclosure - broker/salesperson will disclose to client(s) all material facts of which broker/salesperson has knowledge
75. which might reasonably affect the client(s)' use and enjoyment of the property.
76. Confidentiality - broker/salesperson will keep client(s)' confidences unless required by law to disclose specific
77. information (such as disclosure of material facts to Buyers).
78. Reasonable Care - broker/salesperson will use reasonable care in performing duties as an agent.
79. Accounting - broker/salesperson will account to client(s) for all client(s)' money and property received as agent.
80. ⁽³⁾ If Seller(s)/Landlord(s) decide(s) not to agree to a dual agency relationship, Seller(s)/Landlord(s) may give up the
81. opportunity to sell/lease the property to Buyer(s)/Tenant(s) represented by the broker/salesperson. If Buyer(s)/
82. Tenant(s) decide(s) not to agree to a dual agency relationship, Buyer(s)/Tenant(s) may give up the opportunity to
83. purchase/lease properties listed by the broker.

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84. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender
85. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be
86. obtained by contacting the local law enforcement offices in the community where the property is located,
87. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections Web site at
88. www.corr.state.mn.us.