

RENTAL BROKERAGE FEE DISCLOSURE

Date:
You have requested our assistance in finding housing accommodations for rent. In consideration of these services, the broker that facilities completion of a rental is entitled to payment of a fee. In Massachusetts, the fee for the rental is paid by the person who signs a contract with the broker for purposes of securing a rental The usual fee for a rental is one (1) month's rent, but in certain circumstances, may be more. Fees for rentals shall always be disclosed to a Renter/Tenant, in advance. Expected rental fee for this application (one month or if negotiated, state the amount: \$
Upon submitting an application for a particular housing accommodation, you acknowledge a fee shall be due to the broker, and agree that the responsible party responsible for payment of the fee is noted below should your application be accepted by the Lessor / Landlord and a tenancy is created. For this purpose, a tenancy will be created when both parties sign a lease or tenancy-at-will agreement or when you are allowed to take possession of the housing accommodation.
As long as you comply with the terms and conditions of the rental application and do not make any untrue statements therein, the fee will be fully refundable to the Lessor / Landlord or Renter / Tenant should you choose to withdraw your application at any time prior to acceptance, or within 24 hours of having been notified of acceptance; or if the application is declined and the applicant is not accepted by the Lessor / Landlord. It is understood that this fee shall be in no way considered rent payment or a security deposit to the Lessor / Landlord. Other than the fee herein described, South End Realty Group does not charge any additional fees to show or apply for any housing accommodation or for processing an application, including obtaining pertinent information regarding credit, employment verification or landlord references. Please note that if there are any additional third-party fees that may be applicable as required by parties other than South End Realty Group in the application process, such will be disclosed and collected from the applicant and shall be non-refundable once collected.
This form is being provided in part from regulations adopted by the Massachusetts Board of Registration of Real Estate Brokers and Salesman, and any applicable statutes or guidelines under Massachusetts law. Upon ACCEPTANCE by the Lessor, either verbal or written, a realtor's fee shall be due from the party noted below. Said fee shall be refundable to the undersigned solely for the reasons previously stated above. Initials below shall constitute a contract for payment of the rental fee in accord with this disclosure, with due consideration acknowledged by the initialing party and broker.
Renter/Tenant shall be responsible for the rental fee. Renter/Tenant initials: Lessor / Landlord shall be responsible for the rental fee. Lessor/Landlord initials: Lessor/Landlord and Renter/Tenant have agreed to split the commission noted, 50%/50%. Initials: Prospective Tenant's Printed Name:
Prospective Tenant's Signature:
Real Estate Agent Signature:
Real Estate License #: (To be initialed by broker or salesperson if applicable). The prospective tenant named above
refused to sign this form.
Landlord's Printed Name:
Landlord's Signature: