

Type of Housing Desired: \_\_\_\_\_  
How Soon Needed: \_\_\_\_\_  
No. of Bedrooms Desired: \_\_\_\_\_  
SOPOA: \_\_\_\_\_

**KELARK & CO., INC.**  
**T/A KELARK REAL ESTATE BROKERS**  
P.O. Box 964 • Salisbury, MD 21803  
104 N. Fruitland Blvd. • Fruitland, MD 21826  
Office: 410-742-0300  
Fax: 410-742-0342

FOR OFFICE USE ONLY  
Address Shown: \_\_\_\_\_  
Date Shown: \_\_\_\_\_

**RENTAL APPLICATION**

**APPLICANT**

Name: \_\_\_\_\_ Marital Status: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Social Security #: \_\_\_\_\_

In An Emergency Contact (other than Co-Applicant/Co-Signer below):

Next of Kin (Name): \_\_\_\_\_ Full Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Relationship: \_\_\_\_\_

Names and Ages of Children Who Will Reside With You:

1): \_\_\_\_\_ 2): \_\_\_\_\_  
3): \_\_\_\_\_ 4): \_\_\_\_\_

No. of Pets; \_\_\_\_\_ Kind: \_\_\_\_\_

Present Address: \_\_\_\_\_ Cell #: \_\_\_\_\_  
City: \_\_\_\_\_ State & Zip: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Landlord: \_\_\_\_\_ Current Rent: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Date you moved there: \_\_\_\_\_ Reason for Leaving: \_\_\_\_\_

Previous Addresses:

1): \_\_\_\_\_  
Dates you lived there: \_\_\_\_\_ to \_\_\_\_\_ Reason for leaving: \_\_\_\_\_  
2): \_\_\_\_\_  
Dates you lived there: \_\_\_\_\_ to \_\_\_\_\_ Reason for leaving: \_\_\_\_\_  
Have you ever been Evicted? Explain: \_\_\_\_\_

Employed By: \_\_\_\_\_ Dates of Employment: \_\_\_\_\_ to \_\_\_\_\_  
Employer's Address: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Supervisor's Name: \_\_\_\_\_ Monthly Salary (Gross): \_\_\_\_\_  
Other Income Amt: \_\_\_\_\_ Source: \_\_\_\_\_

Previous Employment

Company Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Dates of Employment \_\_\_\_\_ to \_\_\_\_\_  
Reason for Leaving: \_\_\_\_\_

Vehicles:

1): \_\_\_\_\_ Tag #: \_\_\_\_\_  
2): \_\_\_\_\_ Tag #: \_\_\_\_\_

Have you ever been convicted of a crime? If so explain: \_\_\_\_\_  
Have you or anyone that will reside with you ever had lead paint poisoning?: \_\_\_\_\_

If an application fee is charged it will be for the credit report, which report will be obtained through Broker's legal counsel. Applicant hereby acknowledges prior to his/her signature hereto that the agent, Kelark & Co., Inc., its employees, representatives, and licensees represent that Lessor or owner of the rental property being offered for lease.

Date: \_\_\_\_\_ APPLICANT'S SIGNATURE: \_\_\_\_\_

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**LANDLORD REFERENCE**

**RELEASE: I HEREBY AUTHORIZE THE RELEASE OF THE REQUESTED  
INFORMATION TO KELARK & CO. REAL ESTATE**

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)  
(Please sign only)

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**BELOW IS TO BE FILLED OUT ONLY BY KELARK & CO. AGENT OR LANDLORD**

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Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Fax #: \_\_\_\_\_

**TO:** \_\_\_\_\_ (Current and/or Previous Landlord)

The above named person has applied for housing at Kelark & Co. Real Estate and it would be very much appreciated if you would fill in the following information as best as you can and return this form to me by fax mail.

1. Address of the above applicant where rented \_\_\_\_\_  
Dates Rented from \_\_\_\_\_ to \_\_\_\_\_
2. Amount of rent per month charged \$ \_\_\_\_\_  
Do they currently owe any monies? \_\_\_\_\_ If so, how much \_\_\_\_\_  
Are they on any housing programs (Sec. 8, Rental Assist, Etc.) ? \_\_\_\_\_
4. Did tenant pay on time? \_\_\_\_\_  
If not, have you ever had to file Failure To Rent court papers? \_\_\_\_\_  
Any Warrant of Restitution ever filed? \_\_\_\_\_
5. Did/does tenant take care of property, yard, interior/exterior? \_\_\_\_\_  
If no, please explain (any city citations, etc.) \_\_\_\_\_
6. Was tenant evicted? \_\_\_\_\_ When? \_\_\_\_\_
7. Any returned checks? \_\_\_\_\_
8. Would you re-rent to this tenant again? \_\_\_\_\_

Additional comments: \_\_\_\_\_

Date: \_\_\_\_\_ LANDLORD'S SIGNATURE: \_\_\_\_\_

Date: \_\_\_\_\_ KELRK SIGNATURE: \_\_\_\_\_

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**EMPLOYMENT VERIFICATION RELEASE FORM**

I, \_\_\_\_\_, give Kelark & Co., Inc.  
permission to inquire about my employment status.

\_\_\_\_\_  
Signature of Applicant / Co-Signer

\_\_\_\_\_  
Social Security Number

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**BELOW IS TO BE FILLED OUT BY EMPLOYER ONLY**

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Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Possibility of Continued Employment: \_\_\_\_\_

Salary: \_\_\_\_\_ Weekly / Monthly / Bi-Weekly / Annual

Approximate Number of Hours Worked Per Week: \_\_\_\_\_

Additional Amounts ( O/T, Bonus): \_\_\_\_\_

Brief Job Description: \_\_\_\_\_

Comments: \_\_\_\_\_

Print Name and Title of Person Filling Out Form: \_\_\_\_\_

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



STATE OF MARYLAND  
REAL ESTATE COMMISSION

## Understanding Whom Real Estate Agents Represent

**At the Time of the First Scheduled Face to Face Contact with You, the Real Estate Licensee Who is Assisting You is Required by Law to Provide this Notice to You. This Notice is Not a Contract or Agreement and Creates No Obligation on Your Part.**

**Before you decide to sell or buy or rent a home you need to consider the following information**

*In this form "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease"*

### Agents Who Represent the Seller

**Seller's Agent:** A seller's agent works for the real estate company that lists and markets the property for the sellers and exclusively represents the sellers. That means that the Seller's agent may assist the buyer in purchasing the property, but his or her duty of loyalty is only to the sellers.

**Cooperating Agent:** A cooperating agent works for a real estate company different from the company for which the seller's agent works. The cooperating agent can assist a buyer in purchasing a property, but his or her duty of loyalty is only to the sellers.

**If you are viewing a property listed by the company with whom the agent accompanying you is affiliated, and you have not signed a "Consent for Dual Agency" form, that agent is representing the seller**

### Agents Who Represent the Buyer

**Presumed Buyer's Agent (no written agreement):** When a person goes to a real estate agent for assistance in finding a home to purchase, the agent is presumed to be representing the buyer and can show the buyer properties that are *NOT* listed by the agent's real estate company. A presumed buyer's agent may *not* make or prepare an offer or negotiate a sale for the buyer. The buyer does *not* have an obligation to pay anything to the presumed agent.

If for any reason the buyer does not want the agent to represent him or her as a presumed agent, either *initially* or *at any time*, the buyer can decline or terminate a presumed agency relationship simply by saying so.

**Buyer's Agent (by written agreement):** A buyer may enter into a written contract with a real estate agent which provides that the agent will represent the buyer in locating a property to buy. The agent is then known as the buyer's agent. That agent assists the buyer in evaluating properties and preparing offers, and negotiates in the best interests of the buyer. The agent's fee is paid according to the written agreement between the agent and the buyer. If you as a buyer wish to have an agent represent you, you must enter into a written buyer agency agreement before a contract offer can be prepared.

### Dual Agents

The possibility of **dual agency** arises when the buyer's agent and the seller's agent both work for the same real estate company, and the buyer is interested in property listed by that company. The real estate broker or the broker's designee, is called the "dual agent." Dual agents do not act exclusively in the interests of either the seller or buyer, and therefore cannot give undivided loyalty to either party. There may be a conflict of interest because the interests of the seller and buyer may be different or adverse.

**If both seller and buyer agree to dual agency** by signing a Consent For Dual Agency form, then the "dual agent" (the broker or the broker's designee) will assign one agent to represent the seller (the seller's "intra-company agent") and another agent to represent the buyer (the buyer's "intra-company agent"). Intra-company agents may provide the same services to their clients as exclusive seller's or buyer's agents, including advising their clients as to price and negotiation strategy, provided the clients have both consented to be represented by dual agency.

**If either party does not agree to dual agency**, the real estate company must withdraw the agency agreement for that particular property with either the buyer or seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by an agent from another real estate company. If the buyer's agreement is terminated, the buyer may choose to enter into a written buyer agency agreement with an agent from a different company. Alternatively, the buyer may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a cooperating agent from another company.

No matter what type of agent you choose to work with, you have the following rights and responsibilities in selling or buying property:

- >Real estate agents are obligated by law to treat all parties to a real estate transaction honestly and fairly. They must exercise reasonable care and diligence and maintain the confidentiality of clients. They must not discriminate in the offering of properties; they must promptly present each written offer or counteroffer to the other party; and they must answer questions truthfully.
- >Real estate agents must disclose all material facts that they know or should know relating to a property. An agent's duty to maintain confidentiality does not apply to the disclosure of material facts about a property.
- >All agreements with real estate brokers and agents should be in writing and should explain the duties and obligations of both the broker and the agent. The agreement should explain how the broker and agent will be paid and any fee-sharing agreements with other brokers and agents.
- >You have the responsibility to protect your own interests. You should carefully read all agreements to make sure they accurately reflect your understanding. A real estate agent is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

Any complaints about a real estate agent may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6206.

We, the  Sellers/Landlord  Buyers/Tenants acknowledge receipt of a copy of this disclosure and that Kelark & Company, Inc. (firm name) and Rosa C. Tyre (salesperson) are working as:

**(You may check more than one box but not more than two)**

- seller/landlord's agent
- co-operating agent (representing seller/landlord)
- buyer's /tenant's agent
- intra-company agent/dual agent ( **CHECK BOX ONLY IF CONSENT FOR DUAL AGENCY FORM HAS BEEN SIGNED** )

Signature	(Date)	Signature	(Date)
* * * * *			

I certify that on this date I made the required agency disclosure to the individuals identified below and they were **unable or unwilling** to acknowledge receipt of a copy of this disclosure statement

Name of Individual to whom disclosure made	Name of Individual to whom disclosure made
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Agent's Signature	(Date)
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