



# GAC PROPERTY MANAGEMENT



**Rental Office: (270) 926-5415**  
**Email: Rentals@TonyClark.com \* Fax: (270) 926-0227**  
**2934 Frederica Street \* Owensboro, KY 42301**

**All items listed below must accompany the rental application.**

- ✓  
1. **Application Fee – Money Order or Cashier’s Check Only payable to: GAC Property Management (NO CASH / NO PERSONAL CHECKS)**  
**\$ 50.00 Per Applicant 18+ years old.**  
Each person seeking to live at the rental who is 18+ yrs old must apply and pay the Non Refundable \$50 fee per person.  
*The rental Application Fee covers:*
  - Credit Check** - Credit Score must be 600 or higher (or have a qualified co-signor)
  - Criminal Background Check** - Violent Felony or Drug Offence - 10 years, Non-Violent Felony - 5 years
  - Landlord Verification** – List rental history from last 2 landlords.
  - Employment Verification** – List employment history from last 2 jobs.
2. **Administrative Fee (Approximately half of deposit) – To be applied to deposit once approved.**  
**\$\_\_\_\_\_ . Must be Money Order or Cashier’s Check Only payable to: GAC Property Management (NO CASH / NO PERSONAL CHECKS) This money order or Cashier’s Check cannot be combined with the Application Fee (There must be 2 separate money orders/cashier’s checks)**
  - If approved - Non-Refundable - to be applied to the Deposit. If applicants back out, it is still non-refundable.
  - If not approved - Refundable to the applicant(s) within 3 business days of email denial notification.
3. **Driver’s License/Photo I.D.** (Bring original. We will make the copies. Need to be enlarged and in color)
3. **Social Security Card** (Bring original. We will make the copies.)
4. **Proof of Income must be equivalent to or higher than 3 ½ times the rent of the property you are requesting.**  
(Example: Rent \$550/month x 3.5 = \$1,925 minimum monthly income required)
  1. Paystub - showing year-to-date. *If you have worked at the job for less than 3 months, you are required to get a letter from the employer stating that you are permanent, full time and what your gross income will be. Letter must be dated, signed, and company contact info included.*
  2. If drawing Social Security, attach notification letter to application.
5. **Bank Statements for Checking and Savings (2 full month’s statements for Checking and Savings.)**  
Bank statements are used to determine debt-to-income ratio.  
You must be able to show that you can pay all bills including: rent, utilities, car insurance/pymts, groceries, etc.  
Monthly rent payments will be required to be made through an automatic rent draft.  
You have the option of the draft being withdrawn from your checking or savings account.  
This process will be used for the entirety of the lease contract.
6. **If you have any Animals, Photo of Animal(s) and Vaccination Records must accompany this application.**
  - Some properties/units do not allow pets. Ask office for details.
  - All Animals must be under 25 lbs once fully grown.
  - Some properties/units do not allow more than one (1) pet. No exceptions.
  - Certain dog “breeds” are not permitted based on company insurance policy.  
(German Shepherds, Pit Bulls, Rottweilers, Dobermans, Boxers, etc. List posted in office.)
  - Proof of animal vaccinations from vet’s office must show breed of animal and weight and be up-to-date.
  - Pet “Fee” is non-refundable and equivalent to one month’s rent.
  - Pet “Rent” is a monthly expense added to Tenant Rent. (Ask Property Manager for prices.)
  - Tenant must carry Renter’s Insurance with Liability listing the following:  
Tony Clark Realtors, LLC. d/b/a GAC Property Management.
7. **Please contact GAC Property Management’s rental team with any questions regarding rentals/leasing at (270) 926-5415. The Tony Clark office phone # will not be able to assist you with rental questions.**

# GAC PROPERTY MANAGEMENT - RENTAL APPLICATION

## OFFICE USE ONLY

Today's Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ @ \_\_\_\_\_ Initials \_\_\_\_\_  
Application Fee(s) \$ \_\_\_\_\_ Receipt # \_\_\_\_\_ Administrative Fee \$ \_\_\_\_\_ Receipt # \_\_\_\_\_  
\_\_\_\_ Photo IDs \_\_\_\_ Social Security Cards \_\_\_\_ Pay Stubs \_\_\_\_ Checking Bank Statement \_\_\_\_ Savings Bank Statement  
Rent \$ \_\_\_\_\_ Security Deposit \$ \_\_\_\_\_ Pet Fee \$ \_\_\_\_\_ Pet Rent \$ \_\_\_\_\_ Pet Photo \_\_\_\_ Vaccination Records

## REVIEW COMMITTEE USE ONLY

\_\_\_\_ Credit Report Date Completed \_\_\_\_ / \_\_\_\_ / \_\_\_\_ @ \_\_\_\_\_ Score: \_\_\_\_ / \_\_\_\_  
\_\_\_\_ Criminal Check Date Requested \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Date Completed \_\_\_\_ / \_\_\_\_ / \_\_\_\_ @ \_\_\_\_\_  
\_\_\_\_ Landlord Reference Date Requested \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Date Completed \_\_\_\_ / \_\_\_\_ / \_\_\_\_ @ \_\_\_\_\_  
\_\_\_\_ Application Forms Emailed to HAO or KHC \_\_\_\_ / \_\_\_\_ / \_\_\_\_ @ \_\_\_\_\_ Inspection \_\_\_\_ / \_\_\_\_ / \_\_\_\_ @ \_\_\_\_\_

Approved \_\_\_\_ / \_\_\_\_ Appointment Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ @ \_\_\_\_\_  
 Approved with Co-Signor \_\_\_\_ / \_\_\_\_ Appointment Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ @ \_\_\_\_\_  
 Not Approved \_\_\_\_ / \_\_\_\_ Applicants Notified via Email \_\_\_\_ / \_\_\_\_ / \_\_\_\_ @ \_\_\_\_\_

PRO-RATE \$ \_\_\_\_\_ 2<sup>ND</sup> HALF OF DEPOSIT \$ \_\_\_\_\_ LEASE FULFILLED DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**DO NOT LEAVE ANY BLANK LINES. WRITE N/A IN THE SECTIONS NOT APPLICABLE. INCOMPLETE APPLICATIONS WILL BE GIVEN BACK TO APPLICANT(S) TO COMPLETE.**

## RENTAL ADDRESS REQUESTED: Do not leave any blank lines in this section

Address \_\_\_\_\_ Apt # \_\_\_\_\_ Desired By \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Requesting a lease term of \_\_\_\_ 12 months or \_\_\_\_ 24 months

## FULL LEGAL NAME OF APPLICANT: Do not leave any blank lines in this section

First Name \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_  
Current Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_ Rent \_\_\_\_ Own \_\_\_\_ Live With Family/Friend  
Cell Phone # \_\_\_\_\_ Home Phone # \_\_\_\_\_ Work Phone # \_\_\_\_\_  
Photo I.D. # \_\_\_\_\_ Date of Birth \_\_\_\_ / \_\_\_\_ / \_\_\_\_ SS # \_\_\_\_\_  
E-mail \_\_\_\_\_ Height \_\_\_\_\_ Eye Color \_\_\_\_\_ Hair Color \_\_\_\_\_

## FULL LEGAL NAME OF SPOUSE: If not legally married – applicants must fill out separate applications

First Name \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_  
Cell Phone # \_\_\_\_\_ Home Phone # \_\_\_\_\_ Work Phone # \_\_\_\_\_  
Photo I.D. # \_\_\_\_\_ Date of Birth \_\_\_\_ / \_\_\_\_ / \_\_\_\_ SS # \_\_\_\_\_  
E-mail \_\_\_\_\_ Height \_\_\_\_\_ Eye Color \_\_\_\_\_ Hair Color \_\_\_\_\_

## OTHER OCCUPANTS: This includes co-tenants, children, dependents/minors

First Name \_\_\_\_\_ Last Name \_\_\_\_\_ Relationship \_\_\_\_\_ Date of Birth \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
First Name \_\_\_\_\_ Last Name \_\_\_\_\_ Relationship \_\_\_\_\_ Date of Birth \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
First Name \_\_\_\_\_ Last Name \_\_\_\_\_ Relationship \_\_\_\_\_ Date of Birth \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## RENTAL APPLICATION – Page #2

**APPLICANT'S INCOME(S): If more than one current job, list details in Other Sources of Income**

**Applicant's Status:**  Employed Full-Time  Employed Part-Time  Not Employed  Student  Retired

**Applicant's Current Employer** \_\_\_\_\_ Position \_\_\_\_\_

Employer Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Supervisor's Name \_\_\_\_\_ Supervisor's Phone \_\_\_\_\_

Dates of Employment Started \_\_\_\_ / \_\_\_\_ / \_\_\_\_ To CURRENT Gross Monthly Income \$ \_\_\_\_\_

**Spouse's Status:**  Employed Full-Time  Employed Part-Time  Not Employed  Student  Retired

**Spouse's Current Employer** \_\_\_\_\_ Position \_\_\_\_\_

Employer Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Supervisor's Name \_\_\_\_\_ Supervisor's Phone \_\_\_\_\_

Dates of Employment Started \_\_\_\_ / \_\_\_\_ / \_\_\_\_ To CURRENT Gross Monthly Income \$ \_\_\_\_\_

**OTHER SOURCES OF INCOME: Retirement, SSI, Child Support, Part Time, Seasonal, etc.**

Type: \_\_\_\_\_ Monthly Amount \$ \_\_\_\_\_

Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

**PREVIOUS EMPLOYERS:**

**Applicant's Previous Employer** \_\_\_\_\_ Position \_\_\_\_\_

Employer Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Supervisor's Name \_\_\_\_\_ Supervisor's Phone \_\_\_\_\_

Dates of Employment Started \_\_\_\_ / \_\_\_\_ / \_\_\_\_ To \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Gross Monthly Income \$ \_\_\_\_\_

**Spouse's Previous Employer** \_\_\_\_\_ Position \_\_\_\_\_

Employer Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Supervisor's Name \_\_\_\_\_ Supervisor's Phone \_\_\_\_\_

Dates of Employment Started \_\_\_\_ / \_\_\_\_ / \_\_\_\_ To \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Gross Monthly Income \$ \_\_\_\_\_

**ANIMALS: Pet Fee and Monthly Pet Rent are Non-Refundable**

**Do you have any Animals?**  YES  NO

**If Yes: Type?**  Dog  Cat  Other (List) \_\_\_\_\_

Animal's Name \_\_\_\_\_ Breed \_\_\_\_\_ Color \_\_\_\_\_ Weight \_\_\_\_\_ Age \_\_\_\_\_

Animal's Name \_\_\_\_\_ Breed \_\_\_\_\_ Color \_\_\_\_\_ Weight \_\_\_\_\_ Age \_\_\_\_\_

**The following 3 items must accompany this application before having permission to have an animal:**

- 1. Photo of Animal
- 2. Proof of Animal Vaccinations (Updated Yearly)
- 3. Proof of Renter's Insurance (Updated Yearly).

**(If the animals are Service Animals, you will need to attach a letter from a medical professional for each one.)**

**Obtaining an animal after move-in without written consent from the rental office is in full violation of the lease and may result in eviction at tenant's expense.**

# RENTAL APPLICATION – Page #3

## RENTAL HISTORY:

Owned Previous Home  YES  NO

Present Landlord \_\_\_\_\_ Phone # \_\_\_\_\_

Moved In \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Gave Current Landlord A Move Out Notice  Yes  No Monthly Rent Payment \$ \_\_\_\_\_

Previous Landlord \_\_\_\_\_ Phone # \_\_\_\_\_

Your Previous Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Dates you lived there: From \_\_\_\_ / \_\_\_\_ / \_\_\_\_ To \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Monthly Rent Payment \$ \_\_\_\_\_

## BANK AND CREDIT REFERENCES: Must list minimum of 2 credit references

Bank/Credit \_\_\_\_\_ City/State \_\_\_\_\_

Bank/Credit \_\_\_\_\_ City/State \_\_\_\_\_

Bank/Credit \_\_\_\_\_ City/State \_\_\_\_\_

Bank/Credit \_\_\_\_\_ City/State \_\_\_\_\_

## VEHICLE REGISTRATION: Including Company Vehicles

License Plate #: \_\_\_\_\_ Make/Model of Vehicle \_\_\_\_\_ Color \_\_\_\_\_ Year \_\_\_\_\_

License Plate #: \_\_\_\_\_ Make/Model of Vehicle \_\_\_\_\_ Color \_\_\_\_\_ Year \_\_\_\_\_

License Plate #: \_\_\_\_\_ Make/Model of Vehicle \_\_\_\_\_ Color \_\_\_\_\_ Year \_\_\_\_\_

Do you have a motorcycle?  Yes  No License Tag: \_\_\_\_\_ Year \_\_\_\_\_

Do you have a camper or boat?  Yes  No License Tag: \_\_\_\_\_ Year \_\_\_\_\_

## PERSON TO NOTIFY IN CASE OF EMERGENCY: Must be different from applicants & nearest relative listed below

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Email Address: \_\_\_\_\_ Home Phone # \_\_\_\_\_ Cell Phone # \_\_\_\_\_

## NEAREST RELATIVE NOT LIVING WITH YOU: Must be different from applicants & emergency contact listed above

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Email Address: \_\_\_\_\_ Home Phone # \_\_\_\_\_ Cell Phone # \_\_\_\_\_

## ADDITIONAL INFORMATION:

YES  NO Are you a legal resident of the United States?

If "NO" give details: \_\_\_\_\_

YES  NO Have you ever been arrested or have any pending charges?

If "YES" give details: \_\_\_\_\_

YES  NO Have you ever been convicted of a felony?

If "YES" give details: \_\_\_\_\_

YES  NO Have you ever been evicted?

If "YES" give details: \_\_\_\_\_

YES  NO Have you ever broken a lease?

If "YES" give details: \_\_\_\_\_

# RENTAL APPLICATION – Page #4

## HOW DID YOU FIND OUT ABOUT US: Must check one

Current Tenant: \_\_\_\_\_ (Tenant's Name) \_\_\_\_\_ (Tenant's Address)  
 Agent Referral: \_\_\_\_\_ (Agent's Name) \_\_\_\_\_ (Referring Agency)  
 Friend  Relative  Newspaper  Website/Internet  Sign In Yard  Other: \_\_\_\_\_

## ADDITIONAL COMMENTS:

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## CONSENT AND ACKNOWLEDGEMENT

### Must initial showing acknowledgement of each line (Tenant and Co-Tenant)

- I/We understand that the Administrative Fee is to be used towards the Security Deposit if approved.
- I/We understand that the Administrative Fee is non-refundable if applicant(s) change their mind or back out of lease signing.
- I/We understand that the Administrative Fee is refundable if not approved.
- I/We understand that the application fee is a NON-REFUNDABLE FEE of \$ 50.00 per applicant over 18 years old.
- I/We represents that all of the completed information is true and complete and authorizes the verification of the same by reasonable means.
- I/We understand that allowing someone to move in without written consent from the rental office is in full violation of the lease and may be grounds for eviction at tenant's expense.
- I/We understand that signing below states that Tony Clark Realtors dba GAC Property Management/CTC Investments, has permission to request a Credit Check, Criminal Background Check, Landlord Verification, and Employment Verification. A Credit Check will appear as an inquiry on applicant's credit report. A Criminal Background Check will search for any citations, arrests, and/or convictions.
- I/We thereof represent this application and the contents to be accurate and complete.
- I/We the undersigned Applicant(s) have read and agree to all provisions of this application.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_ / \_\_\_\_ / \_\_\_\_ @ \_\_\_\_\_  
Date & Time

\_\_\_\_\_  
Co-Applicant's Signature

\_\_\_\_ / \_\_\_\_ / \_\_\_\_ @ \_\_\_\_\_  
Date & Time



# KENTUCKY REAL ESTATE COMMISSION

Public Protection Cabinet  
Mayo-Underwood Building  
500 Mero Street 2NE09  
Frankfort, Kentucky 40601  
(502) 564-7760



## The Kentucky Real Estate Commission's A GUIDE TO AGENCY RELATIONSHIPS

**THIS IS NOT A CONTRACT. This is The Kentucky Real Estate Commission's A Guide To Agency Relationships ("Guide"). This brokerage company is required by law to ask you to sign this Guide as a way to acknowledge that you have received it. Your signature below will not obligate you to work with this brokerage company.**

Whether you are selling, buying, or leasing real estate in the Commonwealth of Kentucky, this Guide will help you understand the various agency relationships available to you. This brokerage company is providing you this Guide as an introduction to their professional real estate agency relationship options. Depending on your specific needs, this brokerage company will offer you valuable assistance to achieve your goals.

This is a brief overview of real estate brokerage in the Commonwealth of Kentucky. To practice real estate brokerage for compensation, a person must be appropriately licensed, which requires extensive education and testing. There are two types of licenses, broker and sales associate. A principal broker is the person responsible for the operation of the real estate brokerage company. Licensed brokers and sales associates affiliate with a principal broker to engage in real estate brokerage. GERALD A. CLARK  
(INSERT NAME OF PRINCIPAL BROKER) is the principal broker of TONY CLARK REALTORS, LLC  
(INSERT NAME OF BROKERAGE COMPANY), and can be reached at (270) 926-0055 (INSERT BROKERAGE COMPANY PHONE NUMBER).

To provide real estate brokerage services, a principal broker enters into an agency relationship with a client to act as an agent to represent the client's interests and provide necessary guidance to complete real estate transactions. A licensee affiliated with the principal broker may be your direct contact during a transaction and, depending on the type of agency, may also be your exclusive agent. These agency relationships are explained in more detail below. Each relationship imposes fiduciary duties owed by the agent to a client. A principal broker may also provide services to a party who is not a client and owe limited, or no, fiduciary obligations to that party, or, by written agreement, provide other than the minimum services proscribed by law. To learn more, reference Kentucky Revised Statutes, Chapter 324 and Kentucky Administrative Regulations, Title 201, Chapter 11.

**This is not a contract or agreement for services.** Your signature on this Guide is simply to acknowledge receipt and by law the real estate licensee presenting you this Guide must ask for your signature. Prior to the exchange of confidential information that could be interpreted as an agency relationship, you will be asked to consent in writing to a specific agency relationship for a contemplated transaction.

Carefully read about the available agency relationships below and ask the licensee providing you this Guide, DEANA BREWSTER (INSERT NAME OF LICENSEE), any questions you may have to better understand agency. The duties and responsibilities of the principal broker, affiliated licensees, and the real estate brokerage company in a real estate transaction do not relieve the seller, buyer, lessor, or lessee from the duty and responsibility to protect their own interests. You are advised to carefully read all agreements to assure that they adequately express your understanding of the transaction. The principal broker and affiliated licensees are qualified to advise on real estate brokerage and transaction matters only. IF YOU NEED LEGAL OR TAX ADVICE, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

**Single Agency:** In a Single Agency relationship, the principal broker of a brokerage company, and all affiliated licensees, act as an agent for a client who is a seller or buyer, or a lessor or lessee, on one side of a transaction. If a party on the other side of the transaction is represented by an agent, that agent will be affiliated with another principal broker at another brokerage.

**Dual Agency:** In a Dual Agency relationship, the principal broker of a brokerage company, and all affiliated licensees, simultaneously act, in a limited fiduciary capacity, as agents for different clients who are either seller and buyer, or lessor and lessee, in the same transaction. Dual Agency relationships frequently occur when a listing agent simultaneously represents both seller and buyer clients in the same transaction and must take care to adequately represent the interests of both clients.

**Designated Agent:** In a Designated Agent relationship, one or more affiliated licensees are designated by their principal broker to act as an agent for a client who is a buyer or seller, or a lessor or lessee, to the exclusion of all other licensees affiliated with that principal broker. The principal broker shall not designate himself or herself as a designated agent. None of the other licensees affiliated with the principal broker represent the client in the transaction. Reference KRS 324.121(1).

**Designated Agency:** In a Designated Agency relationship, two or more Designated Agents within one brokerage act as agents for their respective clients on different sides of a transaction, while their principal broker and any designated manager simultaneously act in a limited fiduciary capacity as a dual agent for all clients on both sides of the transaction. This type of agency relationship allows Designated Agents affiliated with same principal broker to offer each client exclusive representation with full fiduciary obligations, not limited as they would be in a Dual Agency relationship, while still safeguarding clients' confidential information. Reference KRS 324.121(2).

**Transactional Brokerage:** In a Transactional Brokerage relationship, the principal broker of a brokerage company, and an affiliated licensee(s), if so designated by the principal broker, provide real estate brokerage services to either, or both, party(ies) to a transaction. They owe the party(ies) only the duties of good faith and fair dealing, and do not relay confidential information between the parties, unless so directed by the sending party. A party to Transactional Brokerage is not a client or prospective client.

**Unrepresented Party:** From time to time in a real estate transaction, a party will not be represented by an agent, but will otherwise interact with a licensee. This party is known as an Unrepresented Party and a licensee owes an Unrepresented Party the duties of good faith and fair dealing. An Unrepresented Party is not a client or prospective client. If you elect to be an Unrepresented Party to a transaction, take the steps necessary to protect your best interests. If the other party is represented by an agent, you may be at a disadvantage in the transaction due to the skill and experience of that agent.

**Real Estate Teams:** In the course of your real estate transaction, you may engage with a real estate team. Teams are defined as a group of more than one licensee working together who are affiliated with the same principal broker, led by a team leader, and representing themselves to the public utilizing the same authorized alternate or assumed name to brand, advertise, and broker real estate. Teams form for a variety of reasons, including sharing branding and expenses, to broker real estate under the supervision of the principal broker. A team does not operate independently of the principal broker or agency law and must not represent themselves as a separate brokerage company providing real estate brokerage services. Make sure you understand who specifically is representing you as an agent if you choose to work with a team.

**Confidential Information:** If you are a client or prospective client as defined by law, you are owed the fiduciary obligation of confidentiality, which means that the licensee must protect information provided by you that would materially compromise your negotiating position in a transaction if disclosed to the other party, unless disclosure is required by law. You may also designate in writing other information you wish to maintain confidential. If you have any questions or concerns about confidentiality, seek a satisfactory answer prior to providing the information you wish to maintain confidential. During the course of a transaction, including when sending offers, information delivered to the other party will not be confidential unless a previous agreement is in place to maintain confidentiality.

**Cooperation:** This brokerage company may, during the course of a transaction, share fees or compensation with another brokerage company. This typically occurs when a listing brokerage company shares compensation with another brokerage company representing a buyer for a specific listed property. The fact that brokerage companies may share compensation during the course of a transaction does not mean that you are in an agency relationship with any brokerage company. If you are concerned about compensation and how it may be shared, seek a satisfactory answer prior engaging in a transaction.

**Fair Housing Statement:** It is illegal, pursuant to the Kentucky Fair Housing Law and Federal Fair Housing Law, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, or refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status, disability, national origin, sexual orientation (in some counties) or gender identity (in some counties) or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the providing of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

We hope you find this information helpful as you begin your real estate transaction. When you are ready to enter into a transaction, you will be asked to sign an Agency Consent Agreement that specifically identifies the agency relationship between you, the principal broker of this brokerage company, and any affiliated licensees. Please ask questions if there is anything you do not understand.

Your signature below will not obligate you to work with this brokerage company if you do not choose to do so. A copy of this signed Guide will be provided to you and a record of it maintained by the brokerage company. Please add this Guide to your records for reference even if you refuse to sign.

Signature	Date/Time
Signature	Date/Time

# KENTUCKY REAL ESTATE COMMISSION



Public Protection Cabinet  
Mayo-Underwood Building  
500 Mero Street 2NE09  
Frankfort, Kentucky 40601  
(502) 564-7760  
<http://krec.ky.gov>



## AGENCY CONSENT AGREEMENT – BUYER / LESSEE

The real estate agent who is providing you with this form is required to do so by Kentucky law. The purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below.

Buyer(s)/Lessee(s): \_\_\_\_\_

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

### PART A

**(To be completed prior to entering into a written agreement to provide real estate brokerage services, including, but not limited to, a buyer representation agreement, or completing, or directing the completion of, a contract, offer, or lease for a real estate transaction)**

The Principal Broker being retained is GERALD A. CLARK (name of Principal Broker)  
and Affiliate Agent DEANA BREWER (name of Affiliate Agent)  
of the TONY CLARK REALTORS, LLC (name of brokerage firm) brokerage firm.

**At this time Licensee is retained as the following type of agent: (check one)**

- Buyer's agent
- Dual agent
- Designated agent
- Licensee(s) shall provide transactional brokerage services to buyer(s) / lessee(s). For the purposes of this form, a party to transactional brokerage services is not a client or prospective client.

I (we) consent to the above relationships as we enter into this real estate contract. If there is a dual agency or designated agency in this transaction, I (we) acknowledge reading the information contained in the **Kentucky Real Estate Commission's A Guide to Agency Relationships**.

BUYER/LESSEE Signature

Printed Name

DATE/TIME

BUYER/LESSEE Signature

Printed Name

DATE/TIME



## PART B

(To be completed at the time the licensee prepares and/or submits an offer, contract, or lease for the clients. If and when PART B is completed, PART B supersedes PART A.)

### I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The Buyer/Lessee is represented by \_\_\_\_\_ of

*AFFILIATE AGENT*

\_\_\_\_\_  
*NAME OF BROKERAGE FIRM AND PRINCIPAL BROKER'S NAME*

### II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

(Mark the appropriate box)

If two agents in the same real estate brokerage represent both the Buyer/Lessee and the Seller/Lessor, check the following relationship that will apply:

#### Designated Agency:

- Affiliate Agent(s) \_\_\_\_\_ of \_\_\_\_\_ represents the Buyer/Lessee and another Agent(s) in the same firm represents the Seller/Lessor. The Principal Broker and managers will be "dual agents," which is explained in the Kentucky Real Estate Commission's A Guide to Agency Relationships. As dual agents, they will remain loyal to both parties in the transaction, and they will protect all parties' confidential information;

OR

#### Dual Agency:

- Every agent in the brokerage represents every "client" of the brokerage. Therefore, Agent(s) \_\_\_\_\_ and \_\_\_\_\_ will be working for both the Buyer/Lessee and Seller/Lessor as "dual agents". Dual agency is explained in the *Kentucky Real Estate Commission's A Guide to Agency Relationships*. As a dual agent, they will remain loyal to both parties in the transaction, and they will protect all parties' confidential information.

### III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

(Mark the appropriate box.)

Affiliate Agent DEANA BREWER and the brokerage firm TONY CLARK REALTORS, LLC will:

- be a "dual agent" representing both parties in this transaction. Dual agency is explained in the **Kentucky Real Estate Commission A Guide to Agency Relationships**. As a dual agent they will remain loyal to both parties, and they will protect all parties' confidential information

OR

- represent only the (check one)  Buyer/Lessee or  Seller/Lessor. The other party(ies) is not represented and agrees to represent his/her own best interest. Any information provided to the agent may be disclosed to the agent's client.

**IV. TRANSACTION INVOLVING NON-CLIENT PARTIES**

**(Mark the appropriate box.)**

Transactional Brokerage: The Principal Broker of the Brokerage Firm assigns (Identify all Licensees acting as a Transactional Agent): \_\_\_\_\_ to provide real estate brokerage services to either, or both, Party(ies) to the transaction, owe the Party(ies) only the duties of good faith and fair dealing, and to not relay confidential information between the Parties, unless so directed by the sending Party. For the purposes of this Agreement, a party to a Transactional Brokerage is not a Client or Prospective Client.

The  Buyer;  Seller;  Lessor;  Lessee is an Unrepresented Party. A licensee owes an Unrepresented Party the duties of good faith and fair dealing. For the purposes of this Agreement, an Unrepresented Party is not a Client or Prospective Client.

**LICENSEE’S RELATIONSHIP TO OTHER PARTIES IN THE TRANSACTION**

To the best of their knowledge, licensee(s) does not have a PERSONAL, FAMILY, or BUSINESS relationship with another party to this transaction. If such a relationship does exist, please explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DISCLAIMER**

**Responsibilities of the Parties:** The duties of the agent and brokerage in a real estate transaction do not relieve the Seller/Lessor and Buyer/Lessee from the responsibility to protect their own interests. The Seller/Lessor and Buyer/Lessee are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

**PARTY CONSENT**

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency or designated agency in this transaction, I (we) acknowledge reading the information contained in the Commission's Guide to Agency Relationships.

BUYER/LESSEE Signature

Printed Name

DATE/TIME

BUYER/LESSEE Signature

Printed Name

DATE/TIME