



David Guirguis

Name: _____**Email:** dguirguis95@gmail.com**Contact Number:** 845-323-8519**Address:** 37 S Airmont road Suffern, NY 10901**Do you:** _____ **Own** ☒ **Rent****Price Range:** \$ 0 **Min** - \$ 3500 **Max****Apt Size:**

- Studio
- 1 Bedroom ☒
- 2 Bedroom

Move-in Date: September 1, 2023**Do You Have Pets?** _____ **YES** ☒ **NO****How Did You Hear About Our Project?**

- The Woodside Central Website
- Building Sign
- MNS Website
- Broker
- Google
- Facebook/Instagram
- Naked Apartments
- StreetEasy ☒
- Other

By providing this information to us, you authorize us to contact you concerning this and other real estate opportunities.

6/29/2023

DATED _____

WITNESS TO ALL _____

DocuSigned by:

F27E93EAA5CA431...

SIGNATURE _____

David Guirguis

PRINT NAME IN FULL _____



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

Customer Service: (518) 474-4429
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 agents.

Throughout the transaction you may receive more than one disclosure form. The law may require 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 agent materially affecting the tenant's ability and/or willingness to perform a contract to rent or lease landlord's property that are not consistent with the agent's fiduciary duties to the tenant.

Broker's Agents

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 can not 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 in-

formed 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. A landlord or tenant may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the tenant and the landlord provide their informed consent in writing, the principals and 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 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. A landlord or tenant may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Anastasiia Grusha, Dayle Klein, Ismail Yazici (print name of licensee) of MNS Real Estate

(print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

☒ Landlord as a (check relationship below) ☐ Tenant as a (check relationship below)

☐ Landlord's agent

☐ Tenant's agent

☐ Broker's agent

☐ Broker's agent

☐ Dual agent

☐ Dual agent with designated sales agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

☐ Advance informed consent dual agency

☐ Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the tenant; and _____ is appointed to represent the seller in this transaction.

David Guirguis

(I) (We) _____ acknowledge receipt of a copy of this disclosure

form: signature of { } Landlord(s) and/or { } Tenant(s):

DocuSigned by:
David Guirguis
E27E93EA8CA831

6/29/2023

Date: _____

Date: _____

WOODSIDE CENTRAL

WAIVER OF LIABILITY & HOLD HARMLESS AGREEMENT

1. In consideration for gaining entry to visit (46-10 70th Street, Queens NY 11377, the "Project") I hereby agree to hereby release, waive, discharge and covenant QB DEVELOPMENT OWNER LLC, TDG-TREGNY LLC dba MNS, FIRST SERVICE RESIDENTIAL as well as any of their officers, servants, agents and employees (hereinafter referred to as "Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, my minor child/children or minor invitees, or to any property belonging to me, whether caused by the negligence of the Releasees, or otherwise, while on this Project, or while in, on or upon the premises where Project is being conducted, while in transit to or from the premises, or in any place or places connected with the Project.
2. I am fully aware of risks and hazards connected with being on the premises of the Project, and I am fully aware that there may be risks and hazards unknown to me connected with being on the premises of the Project, and I hereby elect to voluntarily visit in the Project, to enter upon the above-named premises and engage in activities knowing that conditions may be hazardous or may become hazardous or dangerous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury including death that may be sustained by me, my minor child/children minor invitees, any loss or damage to property owned by me, as a result of my being a visitor at the Project, whether caused by the negligence of Releasees or otherwise.
3. I further hereby agree to indemnify and save and hold harmless the Releasees and each of them, from any loss, liability, damage or costs they may incur due to visit to the Project, whether caused by the negligence of any or all of the Releasees, or otherwise.
4. It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above-named Releasees.
5. In signing this release, I acknowledge and represent that:
 - A. I have read the foregoing release, understand it, and sign it voluntarily as my own free act and deed;
 - B. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made;
 - C. I am at least eighteen (18) years of age and fully competent; and
 - D. I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

In witness whereof, I have hereunto set my hand seal this day of 6/29/2023

Visitor Signature: David Guirguis (Date)
DocuSigned by: F27E93EAA5CA431...

Name Printed: David Guirguis
DocuSigned by: F27E93EAA5CA431...

Witness: David Guirguis
DocuSigned by: F27E93EAA5CA431...

Witness Name Printed: David Guirguis