

Contemplated Lease Contract Information

To be filled in only if the Lease Contract is not signed by resident(s) at time of application for rental.

The _____ Lease Contract to be used must be the latest version of *check one*: the Apartment Lease, the Residential Lease, or the Condominium/Townhome Lease, unless an earlier version is initialed by resident(s) and attached to this Application. The blanks in the contract will contain the following information:

- Name of all residents who will sign Lease Contract _____

- Name of Owner/Lessor _____
- Property name and type of dwelling (*bedrooms and baths*) _____

- Complete street address _____

- City/State/Zip _____
- Names of all other occupants not signing Lease Contract (*persons under-age 18, relatives, friends, etc.*) _____

- Total number of residents and occupants _____
- Our consent necessary for guests staying long than _____ days
- Beginning date and ending date of Lease Contract _____

- Total security deposit \$ _____; Animal deposit \$ _____
- # of keys for _____ unit, _____ mailbox, _____ other _____
- Total monthly rent for dwelling unit \$ _____
- Rent to be paid at (*check one*) on-site manager's office or at _____

- Monthly parking (if any) \$ _____
- Prorated rent for: first month or second month \$ _____
- Prorated rent for: first month or second month \$ _____
- Monthly rental due date _____
- Late-charge date _____
- Initial late charge \$ _____; Daily late charge \$ _____
- Returned-check charge \$ _____
- Animal violation charges: Initial \$ _____ Daily \$ _____
(*Check one*): furnished or unfurnished
- Utilities paid by owner (*check all that apply*): electricity, gas, water, wastewater, trash, cable TV, master TV antenna
- You will (*check one*): buy insurance or self-insure
- Agreed reletting charge \$ _____
- Your move-out notice will terminate Lease Contract on (*check one*):
 last day of month, or exact date designated in move-out notice
- Special provisions (see attached page)
- If dwelling unit is house or duplex, owner will be responsible under paragraph 26 of the Lease Contract for lawn/plant maintenance, lawn/plant fertilization, picking up trash from grounds, and/or trash receptacles. If not checked, applicant will be responsible. The applicant will be responsible for the first \$ _____ of each repair.

Application Agreement

1. **Lease Contract Information.** The Lease Contract contemplated by the parties is attached—or, if no Lease Contract is attached, the Lease Contract will be the current _____ Lease Contract noted above. Special information and conditions must be explicitly noted on an attached Lease Contract or in the contemplated Lease Information above.
2. **Application Fee (nonrefundable).** You have delivered to our representative an application fee in the amount indicated below, and this payment partially defrays the cost of administrative paperwork. *It's nonrefundable.*
3. **Application Deposit (may or may not be refundable).** In addition to any application fee, you have delivered to our representative an application deposit in the amount indicated below. *The application deposit is not now considered a security deposit.* It will be either: (a) credited to the required security deposit under paragraphs 4 or 5 below; (b) refunded under paragraph 10 below; or (c) retained by us as liquidated damages under paragraphs 6 or 7 below.
4. **Approval When Lease Contract Is Signed in Advance.** If you and all coapplicants have already signed the Lease Contract when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of our approval, sign the Lease Contract, and then credit the application deposit of all applicants toward the required security deposit.
5. **Approval When Lease Contract Isn't Yet Signed.** If you and all co-applicants have not signed the Lease Contract when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of the approval, sign the Lease Contract when you and all co-applicants have signed, and then credit the application deposit of all applicants toward the required security deposit.
6. **If you fail to sign Lease after Approval.** You and all co-applicants must sign the Lease Contract within three days after we notify you of your approval in person or by telephone or five days after we mail approval to you. *If you or any co-applicant fails to do so, we may retain the application deposit as liquidated damages, and terminate all further obligations under this agreement.*
7. **If you Withdraw before Approval.** Neither the Application nor the application deposit may be withdrawn by you or any co-applicant. *If, before signing the Lease Contract, you or any co-applicant withdraws*
8. **Completed Application.** An Application will not be considered "completed" and will not be processed until all of the following have been provided to us (*unless checked*): a separate Application has been fully filled out and signed by you and each co-applicant; an application fee has been paid to us; an application deposit has been paid to us. *If no item is checked, all are necessary for the Application to be considered completed.*
9. **Nonapproval in Seven Days.** We will notify you whether you've been approved within seven days after the date we receive a completed Application. Your application will be considered "disapproved" if we fail to notify you of your approval within seven days after we have received a completed Application. Notification may be in person or by mail or telephone unless you have requested that notification be by mail. You must not assume approval until you receive actual notice of approval.
10. **Refund after Nonapproval.** If you or any co-applicant is disapproved or deemed disapproved under paragraph 9, we'll refund all application deposits within _____ days (not to exceed 30 days; 30 days if left blank) of such disapproval. Refund checks may be made payable to all co-applicants and mailed to one applicant.
11. **Extension of Deadlines.** If the deadline for signing, approving, or refunding under paragraphs 6, 9, or 10 falls on a Saturday, Sunday or a state or federal holiday, the deadline will be extended to the end of the next day.
12. **Notice to or from Co-applicants.** Any notice we give you or your co-applicant is considered notice to all co-applicants; and any notice from you or your co-applicant is considered notice from all co-applicants.
13. **Keys or Access Cards.** We'll furnish keys and/or access cards only after: (1) all parties have signed the contemplated Lease Contract and other rental documents; and (2) all applicable rents and security deposits have been paid in full.
14. **Receipt.** Application fee (nonrefundable): \$ _____
Application deposit (may or may not be refundable): \$ _____
Total of above application fee and application deposit: \$ _____
Total amount of money we've received to this date: \$ _____
15. **Signature.** *Our representative's signature is consent only to the above application agreement. It does not bind us to accept applicant or to sign the proposed Lease Contract.*

Acknowledgment. You declare that all your statements on the first page of this Application are true and complete. You authorize us to verify same through any means, including consumer reporting agencies and other rental housing owners. If you fail to answer any question or give false information, we may reject the application, retain all

application fees and deposits as liquidated damages for our time and expense, and terminate your right of occupancy. Giving false information is a serious criminal offense. In lawsuits relating to the application or Lease Contract, the prevailing party may recover all attorneys' fees and litigation costs from the losing party. We may at any time furnish information to consumer reporting agencies and other rental housing owners regarding your performance of your legal obligations, including both favorable and unfavorable information about your compliance with the Lease Contract, the rules, and financial obligations.

If you are seriously ill or injured, what doctor may we notify? *(We are not responsible for providing medical information to doctors or emergency personnel.)*

Name: _____ Phone: (____) _____

Important medical information in emergency: _____

This Rental Application and the Lease Contract are binding legal documents when signed. Please read them carefully. Before submitting a Rental Application or signing a Lease Contract, you may take a copy of these documents to review and/or consult an attorney. Additional provisions or changes may be made in the Lease Contract if agreed to in writing by all parties. You are entitled to a copy of the Lease Contract after it is fully signed.

Applicant's Signature: _____ **Date:** _____

Signature of Spouse: _____ **Date:** _____

Signature of Owner's Representative: _____ **Date:** _____

FOR OFFICE USE ONLY

1. Apt. name or dwelling address (street, city): _____ Unit # or type: _____
2. Person accepting application: _____ Phone: (____) _____
3. Person processing application: _____ Phone: (____) _____
4. Date that applicant or co-applicant was notified by telephone, letter, or in person of acceptance or nonacceptance: _____
(Deadline for applicant and all co-applicants to sign lease is three days after notification of acceptance in person or by telephone, five days if by mail.)
5. Name of person(s) who were notified (at least one applicant must be notified if multiple applicants): _____
6. Name of owner's representative who notified above person(s): _____