

## Application Agreement

- 1. Application Fee (nonrefundable).** You have delivered to our representative a nonrefundable application fee in the amount of forty dollars, and this payment partially defrays the cost of administrative paperwork.
- 2. Application Deposit (may or may not be refundable).** In addition to any application fee, you have delivered to our representative an application deposit. The application deposit is not a security deposit. However, it will be credited toward the required security deposit when the Lease Contract has been signed by all parties; OR it will be refunded if your not approved; OR it will be retained by us as liquidated damages if you fail to sign or attempt to withdraw from the lease.
- 3. If You Fail To Sign Lease After Approval.** Unless we authorize otherwise in writing, you and all co-applicants must sign the Lease Contract within 3 days after we give you approval in person or by telephone, or within 5 days after we mail you our approval. If you or any co-applicant fails to sign as required, we may keep application deposit as liquidated damages, and terminate all further obligations under this Agreement.
- 4. If you withdraw Before Approval.** You and any co-applicants may not withdraw your application or the application deposit. If, before signing the Lease Contract, you or any co-applicant withdraws an Application or notifies us that you've changed your mind about renting the dwelling unit, we'll be entitled to retain all application deposits as liquidated damages, and the parties will then have no further obligation to each other.
- 5. Refund After Nonapproval.** If you or any co-applicant is disapproved or deemed disapproved, we'll refund all application deposits within 30 days of such disapproval. Refund checks may be made payable to all co-applicants and mailed to one applicant.

**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 attorney's 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. Fax signatures are legally binding.

**Right to Review the Lease.** Before you submit application or pay any application fee or security deposit, you have the right to review the Rental Application and Lease Contract, as well as any community rules or policies we have. You may also consult an attorney. These documents are binding legal documents when signed. We will not take a particular dwelling off the market until we receive a completed application and any other required information or monies to rent that dwelling. Additional provisions or changes may be made in the Lease Contract if agreed to in writing by all parties. You are entitled to an original of the Lease Contract after it is full signed.

**Applicant Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature of Spouse:** \_\_\_\_\_

**Date:** \_\_\_\_\_