

RENTAL APPLICATION FOR RESIDENTS AND OCCUPANTS

Each co-applicant and each occupant 18 years old and over must submit a separate application.



Date when filled out: \_\_\_\_\_

ABOUT YOU

Full name (exactly as on driver's license or govt. ID card)

Your street address (as shown on your driver's license or government ID card):

Driver's license # and state: OR govt. photo ID card #:

Former last names (maiden and married):

Your Social Security #:

Do you or any occupant smoke? Yes No

Will you or any occupant have an animal? Yes No

Kind, weight, breed, age:

Current home address (where you now live):

City/State/Zip:

Home/cell phone: Current rent: \$

Email address:

Name of apartment where you now live:

Current owner or manager's name:

Their phone: Date moved in:

Why are you leaving your current residence?

Your previous home address:

City/State/Zip:

Apartment name:

Name of above owner or manager:

Their phone: Previous monthly rent: \$

Date you moved in: Date you moved out:

YOUR WORK

Present employer:

Address:

City/State/Zip:

Work phone:

Position:

Your gross annual income is over: \$

Date you began this job:

Supervisor's name and phone:

Previous employer:

Address:

City/State/Zip:

Work phone:

Position:

Gross annual income was over: \$

Dates you began and ended this job:

Previous supervisor's name and phone:

YOUR CREDIT HISTORY

Your bank's name, city, state:

List major credit cards:

Other non-work income you want considered. Please explain:

Past credit problems you want to explain. (Use separate page.)

WHY YOU APPLIED HERE

Were you referred? Yes No

If yes, by whom:

Name of locator or rental agency:

Name of individual locator or agent:

Name of friend or other person:

Did you find us on your own? Yes No If yes, fill in information below:

On the Internet Stopped by Newspaper (name):

Rental publication:

Other:

YOUR RENTAL/CRIMINAL HISTORY

Check only if applicable. Have you or any occupant listed in this Application ever: been evicted or asked to move out? moved out of a dwelling before the end of the lease term without the owner's consent? declared bankruptcy? been sued for rent or other breach of a residential lease? been sued for property damage? been convicted (or received an alternative form of adjudication equivalent to conviction) of a felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime? Please indicate below the year, location and type of each felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or sex crime other than those resolved by dismissal or acquittal. We may need to discuss more facts before making a decision. You represent the answer is "no" to any item not checked above.

OTHER OCCUPANTS

Please list the names and dates of birth for any minor child(ren) who will you intend to reside in the unit. Any individual over the age of 18 shall be required to submit an application and be listed as a resident above.

Name:

DL or govt. ID card # & State:

Birthdate:

Name:

DL or govt. ID card # & State:

Birthdate:

Name:

DL or govt. ID card # & State:

Birthdate:

Name:

DL or govt. ID card # & State:

Birthdate:

Name:

DL or govt. ID card # & State:

Birthdate:

YOUR VEHICLES

List all vehicles owned or operated by you or any occupants (including cars, trucks, motorcycles, trailers, etc.). Continue on separate page if more than three.

Make and color of vehicle:

Year: License #: State:

Make and color of vehicle:

Year: License #: State:

Make and color of vehicle:

Year: License #: State:

EMERGENCY

Emergency contact person over 18, who will not be living with you:

Name:

Address:

City/State/Zip:

Work phone:

Home phone:

Relationship:

AUTHORIZATION

I or we authorize (owner's name) Brighton Garden Properties, LLC

to obtain reports from any consumer or criminal record reporting agencies before, during, and after tenancy on matters relating to a lease by the above owner to me and to verify, by all available means, the information in this application, including criminal background information, income history and other information reported by employer(s) to any state employment security agency. Work history information may be used only for this Rental Application. Authority to obtain work history information expires 365 days from the date of this Application.

Applicant's signature:

Applicant must also sign on the next page of this application.

### 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 National Apartment Association Lease Contract to be used must be the latest version published by the association unless an earlier version is initialed by resident(s) and attached to this Application. The blanks in the Lease Contract will contain the following information:

- [illegible]

## 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. Special information and conditions must be explicitly noted on an attached Lease Contract or in the Contemplated Lease Information.
  2. **First Month's Rent Deposit (may or may not be refundable).** You have delivered to our representative a first month's rent deposit in the amount indicated in paragraph 13 of this Rental Application. *The first month's rent deposit is not a security deposit.* However, it will be credited toward the required first month's rent when the Lease Contract has been signed by all parties; OR it will be refunded under paragraph 9 if you are not approved; OR it will be retained by us as liquidated damages pursuant to 940 CMR 3.17(6)(c) if you fail to sign or attempt to withdraw under paragraph 5 or 6.
  3. **Approval When Lease Contract Is Signed in Advance.** If you and all co-applicants 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 first month's rent deposit of all applicants toward the required first month's rent.
  4. **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 first month's rent deposit of all applicants toward the required first month's rent. The balance of First Month's Rent shall be due pursuant to the executed Lease Contract.
  5. **If You Fail to Sign Lease Contract 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 our approval in person, by telephone, or by email, or within 5 days after we mail you our approval. *If you or any co-applicant fails to sign as required, we may keep the first month's rent deposit as the agreed upon liquidated damages pursuant to 940 CMR 3.17(6)(c), and terminate all further obligations under this Agreement.*
  6. **If You Withdraw Before Approval.** You and any co-applicants may not withdraw your Application or the first month's rent deposit after you have tendered the deposit, completed this application, and after we have processed same. *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 first month's rent deposits as the agreed upon liquidated damages pursuant to 940 CMR 3.17(6)(c) and the parties will then have no further obligation to each other.
7. **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; ☒ a first month's rent deposit has been paid to us. *If no item is checked, all are necessary for the Application to be considered completed.*
  8. **Nonapproval in Ten Days.** We will notify you whether you've been approved within ten 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 ten days after we have received a completed Application. Notification may be in person, by email, 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.
  9. **Refund after Nonapproval.** If you or any co-applicant is disapproved or deemed disapproved under paragraph 8, we'll refund your first month's rent deposit within 30 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.
  10. **Extension of Deadlines.** If the deadline for signing, approving, or refunding under paragraphs 5, 8, or 9 falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next day.
  11. **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.
  12. **Keys or Access Devices.** We'll furnish keys and/or access devices 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.
  13. **First Month's Rent deposit:** \$ 500.00
  14. **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.* No such agreement shall be established until and unless a lease is signed by all applicants and the owner.

**Acknowledgment.** You declare that all your statements in this Application are true and complete. You authorize us to verify the same through any means. If you fail to answer any question or give false information, we may reject the application, retain all first month's rent deposits as the agreed upon liquidated damages pursuant to 940 CMR 3.17(6)(c) for our time and expense, and terminate your right of occupancy. Giving false information is a serious criminal offense. In lawsuits relating to this application, we may recover all attorney's fees and litigation costs in enforcement of this agreement. 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.

**This Rental Application and the Lease Contract are binding documents when signed. 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.**

Applicant's Signature: \_\_\_\_\_ 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 ☐ non acceptance: \_\_\_\_\_  
 (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): \_\_\_\_\_



## Qualifying Criteria

Availability	Excepting initial lease up, applications for apartments will be accepted on a first come, first served basis and subject to the availability of apartment type requested. Rental rates are subject to change without notice. All quotes are good for 48 hours.
Rental Applications	An <i>Application for Occupancy</i> must be completed and maintained for each legal adult prospective resident who will be living in the apartment and/or contributing to the payment of rent. Any false information will constitute grounds for rejection of application and the lease may be nullified or terminated for cause. This application is a binding contract between the applicant and the Landlord. In the event that the applicant receives a notification of approval for tenancy, our standard form apartment lease agreement must be executed within 48 hours. As payment on account for the apartment, a holding deposit in the amount of \$500 must be paid at the time of application. The holding deposit is not to be construed as an application fee. If the applicant does not cancel within 48 hours of notification of approval, or fails to execute an apartment lease agreement as aforesaid, the holding deposit paid will be retained by us as liquidated damages. The applicant agrees that this is a reasonable estimate of the landlord's damages as a result of the applicant's failure to fulfill the applicant's contractual obligation and is not to be construed as a penalty. If application is not approved, said \$250 will be refunded to applicant. If the application is approved and the applicant signs the lease agreement and pays the monies owed at that time, said \$500.00 will be applied to first months rent.
Evaluation	As a means of evaluating credit, the following information is evaluated with a scoring method that weighs the indicators of future rent payment performance. The score is based on statistical analysis of prior renters' indicators and subsequent payment performance. Based on the score, we may choose to accept or reject an applicant, or seek additional requirements for approving the lease. These requirements may include, but are not limited to, additional documentation of income or employment, additional rental references, or a larger security deposit.
Qualifying Standards	<p><b>Residence:</b> Up to 24 months of rental history may be verified on present and previous residence. A positive record of prompt monthly payment, sufficient notice, and no damages is expected. For applicants who are homeowners, permission must be granted to verify payment history with the bank or lending institution.</p> <p><b>Credit Report:</b> An unsatisfactory credit report can disqualify an applicant from renting an apartment at this community. An unsatisfactory credit report is one that reflects past or current bad debts, late payments or unpaid bills, liens, judgments or bankruptcies. If an applicant is rejected for poor credit history, the applicant will be given the name, address and telephone number of the credit reporting agency that provided the credit report. An applicant rejected for unsatisfactory credit is encouraged to obtain a copy of the credit report from the credit reporting agency, correct any erroneous information that may be on the report, and resubmit an application to this community.</p> <p><b>Employment/Income:</b> Stable employment record and income verification shall be required. In order for an applicant to be approved, he/she must generally earn on a gross monthly basis a minimum of two and one half times the gross monthly leased rent. Acceptable income verification, if required may include: a paystub; a letter from the employer; the most recent W-2 form; or, for self-employed or non-employed applicants, a copy of the most recent tax return or certified verification from his/her company accountant or from a bank showing a balance sufficient to pay rent for 24 months.</p> <p><b>Criminal Conduct:</b> Grounds for rejection of an applicant or occupant may include, but are not limited to, any felony convictions for drugs; felony or misdemeanor convictions for, including but not limited to: drugs, crimes involving violence or threats to do violence, murder, arson, and rape. Arrests alone will not be considered a disqualifying criterion. All convictions, with due regard to the type, severity and recency of the conviction, will be considered in determining the applicant's eligibility for housing. Applicants denied solely based on criminal history will be given an opportunity to offer mitigating evidence that the landlord will consider</p>
Co-signers / Guarantors	In the event a co-signer/guarantor is required, he/she must complete an <i>Application for Occupancy</i> and meet all income and qualifying standards. A co-signer/guarantor will be fully responsible for the <i>Lease Agreement</i> if the occupying resident(s) default.
Subletting	Subletting is prohibited at this community.
Security Deposit	A refundable Security Deposit may be required at designated properties and is held as security for the resident's fulfillment of the conditions of the <i>Lease Agreement</i> . Deposit may be applied by management to satisfy all or part of the resident's obligations, and such act shall not prevent management from claiming damages in excess of the deposit. If the application is rejected by management, the Security Deposit will be refunded in full.

**Occupancy Standards**

Generally, no more than two (2) people are permitted per bedroom (as designated by us) in an apartment home. In communities in which undergraduate students are accepted, only one undergraduate student per bedroom, to the extent allowed by law.

**Roommates**

Each person must complete an application and will jointly qualify for the apartment. Each is fully responsible for the entire rental payment, and each must execute the Lease Agreement and its supporting documents.