

Contemplated Lease Contract Information

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

The Minnesota/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:

- Names of all residents who will sign Lease Contract _____

_____ ;
- Names of Owner/Lessor Dunhill Trace , LLC
Property name and type of dwelling (*bedrooms and baths*) _____
_____ ;
 - Complete street address 8224 Green Lantern Street
City/State/Zip Raleigh, NC 27613
 - Name of all other occupants not signing Lease Contract (*persons under age 18 relatives, friends, etc.*) _____
_____ ;
 - Total number of residents and occupants _____ ;
 - Beginning date and ending date of Lease Contract _____
_____ ;
 - Total security deposit \$ _____ Animal deposit \$ _____ ;
 - Other Fees: _____
 - Total monthly rent for dwelling unit \$ _____ ;
 - Rent to be paid at (*check one*) on-site manager's office or at _____.

Prorated rent for: first month or second month \$ _____
Monthly rental due date 1st _____ ;
Late charges due if rent is not paid on or before: 5 th _____ ;
Initial late charge \$ _____ ; Daily late charge \$ _____ ;
Returned-check charge \$ 25.00 ;

- (*Check one*) furnished unfurnished;
- Utilities paid for by owner (*check all that apply*) electricity gas water
 wastewater trash cable TV master TV antenna;
- You are (*check one*): required to purchase personal liability insurance or not required to purchase personal liability insurance
- Agreed relating charge \$ _____ ;
- Your move-out notice will terminate Lease Contract on (*check one*): _____
- Special provisions regarding parking, storage, etc.: (see attached page if necessary): _____

Application Agreement

- 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 Contract Information above.
- 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.*
- 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 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 under paragraph 10 if you are not approved; OR it will be retained by us as liquidated damages if you fail to sign or attempt to withdraw under paragraph 6 or 7.
- 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 application deposit of all applicants toward the required security deposit.
- 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.
- 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 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 the application deposit as liquidated damages, and terminate all further obligations under this Agreement.*
- If You Withdraw Before Approval.** You and any co-applicant may not withdraw your application or the application deposit. *If 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.*
- 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.** We will notify you whether you've been approved within 10 [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 10 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. The 10-day time period may be changed only by separate written agreement.
- 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 30 days 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 re-funding 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 Devices.** We'll furnish keys and/or access devices only after: (1) all parties have signed the contemplated Lease Contract and other rental documents referred to in the Lease Contract; and (2) all applicable rents and security deposits have been paid in full.
- 14. **Receipt.** Application fee (nonrefundable): \$50.00 _____
 Application deposit (may or may not be refundable): \$125.00 _____
 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 this Application Agreement. It does not bind us to accept applicant or to sign the proposed Lease Contract

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

Doctor's name: _____ Doctor's phone: (_____) _____

Important medical information about you in an emergency: _____

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. 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.

Right to Review the Lease: Before you submit an 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 if agreed to in writing by all parties. You are entitled to an original 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 (street, city) Dunhill Trace, LLC
 _____ **Unit # or type:** _____
2. Person accepting application: _____
 Person processing application: _____ Phone: (_____) _____
3. 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.)
4. Name of person(s) who were notified (at least one applicant must be notified if multiple applicants): _____
5. Name of owner's representative who notified above person(s): _____



