

SCREENING CONSENT AND APPLICATION AGREEMENT

Upton Flats

The Screening Consent and Application Agreement will be signed by you and all co-applicants prior to completing the online leasing process and signing a Lease Contract. While some of the information below may not yet apply to your situation, there are some provisions that may become applicable prior to signing a Lease Contract. In order to continue with this application, you'll need to review the Screening Consent and Application Agreement carefully and acknowledge that you accept its terms.

Failure to fill out all sections of the application form and related documents may result in the denial of your application. Providing false or misleading information could result in denial of your rental application or termination of your rental contract. It is our policy to disapprove the application of any person who could represent a threat to the health, safety, and welfare of the other residents, occupants, visitors, and staff of the apartment community. Inappropriate or abusive conduct during the application process by the applicant or those desiring to rent an apartment will result in denial of the rental application. You agree to pay to our representative the non-refundable application fee in the amount outlined by our representative. The application fee represents our actual costs incurred in using a resident screening service or, if we conduct our own screening of residents, our actual costs of doing so. If we do not engage in resident screening, no application fee will be charged. In addition to any application fee, you have delivered to our representative a holding fee. The holding fee is not a security deposit. However, it may be credited toward the required security deposit and/or first month's rent; OR it will be refunded if your application is not approved; OR it will be retained by us as liquidated damages if you fail to sign the lease or attempt to withdraw your application. Any notice we give you or your co-applicants is considered notice to all co-applicants. Any notice from your or your co-applicants is considered notice from all co-applicants. Your completed application is your receipt for the screening and holding fee.

APPLICATION AGREEMENT

- 1. Lease Contract Information.** The Lease Contract contemplated by the parties will be the current Lease Contract. Special information and conditions must be explicitly noted on the Lease Contract.
- 2. 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 holding fee of all applicants toward the required security deposit once all residents have moved in.
- 3. 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 holding fee of all applicants toward the required security deposit once all residents have moved in.
- 4. 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 with or without conditions such as additional security deposit, or guarantor, 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 holding fees as liquidated damages, and terminate all further obligations under this Agreement.
- 5. If You Withdraw Before Approval.** 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 holding fees as liquidated damages, and the parties will then have no further obligation to each other.



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6. Approval/Non-Approval. 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.

7. Refund after Non-Approval. If you or any co-applicant is disapproved or deemed disapproved under Paragraph 6, we'll refund all holding fees paid within 30 days of such disapproval. Refund checks may be made payable to all co-applicants and mailed to one applicant.

8. Extension of Deadlines. If the deadline for signing, approving, or refunding under paragraphs 4, 6, or 7 falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next business day.

9. Keys or Access Devices. We'll furnish keys and/or access devices only after: (1) all parties have signed the Lease Contract and other rental documents; and (2) all applicable rents and security deposits have been paid in full.

10. Application Submission. Submission of a rental application does not guarantee approval or acceptance. It does not bind us to accept the applicant or to sign a Lease Contract.

Applicant understands and agrees that the rental application will be reviewed using business judgment, decisional criteria, a point scoring system, or a combination of those systems. In order to qualify for housing, the applicant must have good rental, credit, and criminal background histories. Applicant must demonstrate the financial ability to afford the apartment under Management's rental qualification criteria. A co-signor or guarantor is not a substitute for unacceptable rental, credit, or criminal background histories. Poor rental history because of disapproval of co-signor's, roommate's, or guarantor's application or because of a prior history of late payments, lease violations, failure to give proper notice, or damages exceeding normal wear and tear may result in denial of the applicant's rental application. However, the lack of a rental history may not necessarily result in a denial of the application. While co-applicants (either as spouses or roommates), co-signor, and guarantors may be allowed in order to meet the rental qualifications, each of those persons must meet the rental qualification criteria applicable to his or her particular rental application circumstances. Applicant must demonstrate a certain earning level or source of income, savings or assets sufficient to insure the ability of the applicant to pay the monthly rent and living expenses, taking into account any revolving, recurring, or monthly debt from credit cards and loans. Self-employed applicants may need to provide additional financial records (such as income and expense statements, asset statements, and personal net worth statements) within 10 days after we have received a completed Application. Self-employed persons and corporate renters may be required to pay an additional application fee to obtain Dunn and Bradstreet credit reports on themselves or their companies and submit income tax returns. Unemployed or retired applicants may need to provide additional financial documentation of ability to pay rent.

Your Rental Application for Residents and Occupants will not be considered "completed" and will not be processed until we receive the following documentation and fees:

1. Your completed Rental Application;
2. Completed Rental Applications for each co-applicant and guarantor (if applicable);
3. Application screening fees for all applicants;
4. Application deposit for the Unit.



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ACKNOWLEDGEMENT AND CONSENT

You declare that all statements provided in the online application are complete and true. You understand that Management will rely on the information provided in making a decision to accept, conditionally accept, or deny my rental application. Applicant authorizes Management and its agents to verify the information provided by obtaining a credit file, rental history, employment information, criminal records and sex offender registry information, and contacting current and former employers and landlords. Applicant releases Management and any third parties who provide information to verify this application from all liability, claims, and lawsuits with regard to the information obtained, regardless of the source. Applicant agrees to indemnify and hold harmless Management, its agents, current or prior landlord, current or prior employer, and all other persons whomsoever who provide information, regardless of whether the information provided is negative.

If you fail to answer any question(s) 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.

Non-Sufficient Funds and Dishonored Payments. If a check from an applicant is returned to us by a bank or other entity for any reason, if any credit card or debit card payment from applicant to us is rejected, or if we are unable, through no fault of our own or our bank, to successfully process any ACH debit, credit card, or debit card transaction, then: (i) Applicant shall pay to us the NSF Charge; and (ii) we reserve the right to refer the matter for criminal prosecution

ALL APPLICANTS MUST SIGN:

Applicant Signature

Date

Applicant Signature

Date

Applicant Signature

Date

Guarantor Signature

Date

