

Brown Realty Terms of Agreement

The following Application Agreement will be signed by all applicants prior to signing a lease contract. While some of the information below may not yet be applicable to your situation, there are some provisions that may become applicable prior to signing a lease contract. In order to continue with this online application, you'll need to review the Application Agreement carefully and acknowledge that you accept its terms.

1. **Criminal History.** Landlord will perform a criminal history check on you to verify the information provided by you on the Lease Application. Landlord's decision to lease the Property to you may be influenced by the information contained in the report.
2. **Credit History.** Landlord will obtain a Credit Reporting Agency (CRA) report, commonly referred to as a credit report, in order to verify your credit history. Landlord's decision to lease the Property to you may be based upon information obtained from this report. If your application is denied based upon information obtained from your credit report, you will be notified.
3. **Failure to Provide Accurate information in Application.** Your failure to provide accurate information in your application or your provision of information that is unverifiable will be considered by Landlord when making the decision to lease the Property to you.
4. **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.
5. **If You Fail to Sign Lease Contract After Approval.** Unless we authorize otherwise, you and all co-applicants must sign the Lease Contract within 3 days after we give you our approval in person, by email, or e-signature. If you or any co-applicant fails to sign as required, we may 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 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 fees as liquidated damages, 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 the following have been provided to us: a separate Application has been fully filled out and signed by you and each co-applicant; an application fee has been paid to us. If no item is checked, all are necessary for the Application to be considered completed.

8. Nonapproval. We will notify you whether you've been approved within 7 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 telephone, and by mail.

9. Extension of Deadlines. If the deadline for signing, or approving falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next day.

10. 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.

11. 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.

12. Signature. Our reception of this application is consent only to this Application Agreement. It does not bind us to accept applicant or to sign the proposed Lease Contract.

Name

Date

Name

Date