



RENTAL APPLICATION

Property Applying For _____ Desired Move In Date _____

APPLICATION CHECKLIST

Our office will not begin processing your application until the following items have been submitted:

- ☐ Application Fee of \$45 (\$85 per married couple)
 - Processing fees are non-refundable and may be paid at our office (must be a certified check or a money order. **NO PERSONAL CHECKS OR CASH**).
 - A \$45 per person, non-refundable, Application Fee must accompany each application, regardless of Applicant, Joint Applicant, or Co-Applicant status. We cannot process your application without this fee. Please note – we do NOT allow more than 2 unrelated tenants (roommates).
- ☐ Completed application
 - An incomplete application packet will not be considered for any property.
 - No application will be approved unless the Applicant, Co-Applicant has physically viewed the property or a disclaimer has been signed by the Applicant indemnifying Manager (Manager will notify applicant upon request if property is eligible for this waiver).
- ☐ Signed Rental History form
- ☐ Signed Employment Verification form
- ☐ Copy of Driver's License
- ☐ If Self-Employed: last year tax return; and last 3 months personal/business bank statements.
- ☐ If military: Copy of most recent LES.
- ☐ Copy of most recent pay stub, last year's tax return or W2.

Once approved, these additional items will be required:

- ☐ Signed Lease, Addendums and Tenant Manual
- ☐ Security Deposit (payable by cashier's check, certified funds or money order – no personal checks or cash)

Please list any issue(s) that might affect your ability to enter into a rental agreement (i.e, currently own a home you must sell, currently leasing another home, credit challenges, criminal history):

Are you prepared to give a deposit now if you are approved? ☐ Yes ☐ No

APPLICANT INFORMATION

Last	First	Middle	Maiden	Date of Birth
Social Security No.		Driver's License #		Phone No.
Home Phone No.		Cell Phone No.		Work Phone No.
Marital status? <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Separated <input type="checkbox"/> Single				
Emergency Contact (other than co-applicant)				
Name		Full Address		Phone No.
Active duty military? <input type="checkbox"/> Yes <input type="checkbox"/> No		If military, what is your rank? _____		
Do you have orders to remain here for 12 months or longer? <input type="checkbox"/> Yes <input type="checkbox"/> No		When do you anticipate being transferred? _____		
Do you plan to move into military housing if it becomes available? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Are you a student? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Do you or any intended occupants smoke? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Have you ever filed for bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No		If yes, when? _____		
Have you ever terminated a lease or had an eviction filed against you? <input type="checkbox"/> Yes <input type="checkbox"/> No		If yes, how many times? _____		
Present Address				
Street		City		State Zip
<input type="checkbox"/> Rent <input type="checkbox"/> Own		Rent/Mortgage payment \$_____/month Since ____/____/____		
Landlord Mgmt. Co. Name		Bus. Address		Phone No. Fax No.
Previous Address				
Street		City		State Zip
<input type="checkbox"/> Rent <input type="checkbox"/> Own		Rent/Mortgage payment \$_____/month From ____/____/____ to ____/____/____		
Present Employer				
Name		Bus. Address		Phone No.
Position		Supervisor		Income \$_____/month Since ____/____/____
Previous Employer				
Name		Bus. Address		Phone No.
Position		Supervisor		Income \$_____/month From ____/____/____ to ____/____/____
Automobile 1st Car				
Year, Make, and Model		Color		Tag #
Automobile 2nd Car				
Year, Make, and Model		Color		Tag #
Do you have any pets?	Animal Type	Breed	Weight	Age
	1. _____	_____	_____	_____
	2. _____	_____	_____	_____
	3. _____	_____	_____	_____
How did you hear about us? <input type="checkbox"/> Billboard <input type="checkbox"/> Friend <input type="checkbox"/> Internet <input type="checkbox"/> Yard Sign <input type="checkbox"/> Real Estate agent <input type="checkbox"/> Other				

OCCUPANT INFORMATION

Each occupant over the age of 18 (excluding dependant children) must complete a separate application.

Applicant intends for the following individuals (including co-applicants) to reside with him or her during the residential tenancy applied for:	Occupant Name	Age	Relationship to Applicant
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

Have you or any occupants ever been arrest for, convicted of, put on probation for, or had adjudication withheld or deferred for a felony offense?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please list the offense(s) and county/state where you were charged. _____ _____ _____
For each occupant under the age of 18, please list any arrests, criminal convictions, and school suspension/expulsion for behavior problems involving violence, drugs, or sex. _____ _____ _____		

APPLICATION TERMS

PARTIES. The Applicant named above hereby enters this agreement with **MARK DOWNEY & ASSOCIATES, INC** (hereinafter "Manager") regarding the premises located at _____ (hereinafter "Property") and agrees to all terms herein. Manger is the authorized and lawful agent of the owner of said Property and hereby acts on owner's behalf regarding all aspects of leasing the Property. "Applicant" shall mean male or female, according to who is a party to this application.

GENERALLY. Applicant hereby consents to and gives all information requested herein—including references, credit records, consumer report, information about character, general reputation, personal characteristics, employment, financial verification, mode of living, and all public record information including criminal and tax records. Applicant giving false, misleading, or misrepresented information may result in the application being rejected, a lease being voided, and/or immediate eviction, with loss of all deposits and any other penalties applicable under the lease terms. Applicant has the right to make a written request within a reasonable period of time to receive additional, detailed information about the nature and scope of this investigation. Any incomplete applications may be rejected or denied. All adult applicants over the age of 18 must submit a completed, dated, and signed rental application and application fee. Verbal representations are not binding or effective. **This application is preliminary only, in no way implies that a particular rental unit shall be available, and in no way obligates Manager to execute a lease or deliver possession of the Property.** Time is of the essence. It is the responsibility of the Applicant to research and inquire about relevant factors concerning Applicant's "suitableness/acceptance" of the Property, including but not limited to: school zones, hazard/flood zones, noise zones, location, appearance, condition, design and color, accessibility, insurance costs, handicap accessibility features, zoning, etc.

NON-REFUNDABLE APPLICATION FEE. Applicant must pay Manager the sum of **\$45.00 per applicant** as a Non-Refundable application fee for costs, expenses, and fees in processing the application. Some homeowners and condominium associations may require a separate application and fees, and if such is the case, Applicant must also apply separately to such homeowners or condominium associations and remit whatever other application fee may be required (We will inform you if such is the case).

MULTIPLE APPLICANTS. Where there are multiple co-applicants, Manager may deny each and/or all co-applicants based upon one co-applicant's failure to pass Manager's selection criteria. Co-applicants are jointly and severally liable for all terms of this application, including any fees due or owed. The non-refundable application fee shall increase an additional **\$40.00** (minimum) per additional married co-applicant for the added administrative costs and expenses associated with such co-applicants. Each applicant must complete an application independently from all other co-applicants. We do not allow more than 2 unrelated tenants / roommates (over the age of 18) or more than one married couple per home.

In the event there are multiple applicants for the Property, Manager shall decide which applicant best qualifies for the Property based upon the results of the application process. If you are approved, but not for the property you applied for, you may elect to transfer your application to another of our available properties without payment of an additional application fee.

KEYS. Applicant may obtain keys to preview any of our unoccupied rentals by completing a Key Release and Deposit form.

APPLICATION PROCESSING AND TIME FRAME. Applicant must submit a completed application, providing accurate contact information for any persons referenced in the application, AND Applicant must provide all documents requested in the Application Checklist. Generally, applications are processed within 48 hours, however, times may vary. In some cases, approval of homeowner associations, condo associations, homeowners, or unforeseen circumstances may require some applications to take longer. Manager will attempt to contact Applicant immediately upon determination of approval or denial. Application processing may be delayed due to circumstances caused by Applicant, such as Applicant's requests, preliminary lease negotiations, or Applicant's failure to provide accurate and necessary information. **Applicant agrees that there is no guarantee that Applicant will be accepted before another Applicant.** If Applicant is NOT approved and Applicant has rendered a holding fee to Manager, this amount shall be refunded, so long as Applicant has fulfilled all other provisions herein. This application shall be valid for a period of not more than 90 days. We reserve the right to request a new application and credit report anytime thereafter.

PAYMENT. All initial funds paid in relation to this application for residency of the Property must be in the form of a cashier's check or money order and made payable to **MARK DOWNEY & ASSOCIATES, INC.** If Applicant is approved, subsequent payments must be made in accordance with the terms of the executed lease.

RESIDENTIAL-SELECTION CRITERIA. Manager's criteria for evaluating applications are outlined below for your review in the section titled Residential Selection Criteria. Based upon Manager's findings through the application process, Manager has the right to: **(1)** make further inquiries of Applicant; **(2)** increase the deposits and/or rent amount required for the Property; **(3)** require advanced rent; **(4)** reject Applicant and any co-applicants; and **(7)** take other actions to reserve the rights of Manager and Owner. Applicant has the right to deny such terms and not rent said property.

CONSENT. Applicant agrees that if he or she becomes a tenant, that he or she gives permission to Manager to provide and/or place his or her name and other identifying information, such as date of birth, male/female (not DL, social security #) on any applicant information website for purposes of reporting residency outcome, including but not limited to report of damages caused, eviction, abandonment, lease termination and the purpose or reason(s) for such. Applicant hereby waives any claims against Manager or any other person or entity hosting such website for posting such information.

LONG-TERM REPRESENTATION. Applicant understands that this application is for long-term rentals only (i.e. 12 month lease), By signing this application, Applicant represents in good faith that he or she knows of no facts or circumstances that will foreseeably cause the Applicant not to be able to fulfill the terms of a long-term lease. Applicant may inquire if Manager offers short-term rentals if he or she cannot make such representation. If Manager offers short-term rentals (6 months or less), then Applicant must complete a different Short-Term Application. In accordance with Federal law, Manager will honor 50 U.S.C §535 (the "Military Clause").

PROPERTY-HOLDING FEE. The Property will remain on the market until the lease has been signed by Applicant, all co-applicants, and the requisite Security Deposit has been paid in full. However, upon approval of Applicant and all co-applicants, Applicant may elect to pay a Property Holding Fee (the "PHF") in order to reserve the Property for 2 business days, unless Manager provides written confirmation extending the reservation period. The PHF shall be equivalent to the rental amount advertised for the Property, and said fee shall NOT be considered "deposit money" or a "security deposit" as defined within §83.43 of the Florida Statutes. If Applicant elects to pay a PHF and the lease is fully executed by Applicant and all co-applicants prior to the end of the reservation period, Manager shall transfer the PHF toward the Property's required Security Deposit, and Applicant will assume all rights to the Security Deposit, subject to the terms of the lease. If Applicant elects to pay the PHF, but Applicant and all co-applicants fail to fully execute the lease prior to the end of the reservation period, Applicant forever forfeits all rights to the PHF.

VERIFICATION. Applicant hereby acknowledges and agrees to the additional facts or terms: (1) all statements and/or facts submitted to the Manager are true and complete; (2) Applicant understands and agrees to the terms of application and rental process.

RESIDENT SELECTION CRITERIA

➤ **Mark Downey & Associates, Inc. (MD&A) does not discriminate on the basis of age, race, color, creed, religion, sex, national origin, disability, or familial status.**

The following is MD&A's criteria for qualifying an applicant as a resident and must be included with all applications.

1. All applications must be fully completed, signed, dated, and photo ID provided.
2. Manager does NOT accept co-signers or guarantors.
3. Reliable documentation, current email addresses and telephone numbers of all income sources must be provided. Income must be a minimum of 3 times the rental amount.
4. FICO score of at least 600. If lower, MD&A reserves the right to immediately end the application process and deny applicant housing. However, if other factors exist, such as a strong landlord recommendation from at least one verifiable landlord, MD&A may take other factors into account or may approve (assuming all other criteria pass) with a higher deposit or rental amount.
5. If employed, you will need one of the following:
 - a. Your most current pay stub
 - b. Last year's W-2 or Tax Return

***For military members** we require your rank and LES statement only.

***If self-employed,** you need to furnish last year's tax returns, and upon request, your 1099 and a statement of current year's income.

***Other income,** such as retirement, AFDC, SDI, or others, must have reliable documentation.
6. Family size must be in compliance with the available unit, per HUD guidelines. For example, we do not allow 10 occupants for a 3 Bedroom home.
7. **APPLICANT WILL BE DENIED OCCUPANCY FOR THE FOLLOWING REASONS:**
 - a. Falsification of application
 - b. Incomplete application
 - c. Poor rental history profile. Examples include:
 - i. Slow or Non-payment of rent within past 12 months;
 - ii. Evictions (unless it is proven that you were falsely evicted);
 - iii. A history of violence to persons or property, felony conviction, or any sexual criminal history;
 - iv. A history of poor or unsanitary housekeeping; or
 - v. A history of drug related activity or prison/jail history by any household member.
 - d. History of unruly or destructive behavior by resident or resident's household
 - e. Poor personal references
 - f. Derogatory credit history – as indicated, below 600 or recent history of late payments to creditors and or utility providers.
8. Criminal and eviction history may be verified by our company and/or an independent company using court and public records.
9. **All PETS** must be approved by **MD&A/Owner**. If a pet is allowed, there will be a charge (TBD but typically \$300-450/pet), which is a **NON-REFUNDABLE** fee. This fee allows you the right to have an **APPROVED** pet on the premises. **This fee is not a damage deposit; tenant is responsible for all damages caused by pets.** The following pets are not allowed at any time: Doberman Pinscher, German Shepard, Chow Chow, Rottweiler, Akita, Pit Bull. Other breeds that possibly require paperwork from veterinarian include: Presa Canario, Bull Mastiff, Huskies, Saint Bernard, Malamutes, Great Danes, Mastiff. Also, dogs that contain a mix of one or more of the above breeds, and dogs, regardless of breed, that have been involved in a biting incident. The only exception is those breeds that have documented papers from an obedience school or organization approved by MD&A or per statutory guidelines. We must have these on file.
10. If approved, the lease must be signed; a \$95.00 lease fee (attorney drafted for your protection) and a holding fee (at least 90% of monthly rent amount – verify with leasing associate) must be paid in either certified funds or a money order within one business day of approval. If more than one party has made application, and more than one has been approved, the first approved tenant to place the holding fee with MD&A will be the tenant to secure the property. Once all funds have been received, we will take the property off the market and hold it for a total of fifteen (15) days. At the end of fifteen (15) days, if tenant has not taken occupancy, tenant's holding fee will be forfeited and the property will be placed back on the rental market. Full first month's rent is due on or before occupancy date. If the lease date is on or after the 20th of the month, the prorated rent plus the following rent is due.
11. Roommates must be able to qualify individually and may be considered with the owner's permission and are subject to MD&A's exclusive approval. A security deposit equal to 150% of the advertised rent amount will be required. This security deposit is to be payable in advance in the form of certified funds. If one tenant shall desire to vacate during any occupancy period, MD&A must approve any changes and tenants will owe a fee of \$250 for the change in lease.
12. **A minimum, non-refundable, property preparation/vacate fee will be charged to the Resident(s) upon vacating property, and will be taken out of the deposit.**

**AUTHORIZATION FOR RELEASE OF INFORMATION
FOR TENANT SCREENING PURPOSES**

The undersigned authorizes Mark Downey & Associates through a 3rd Party - Resident Research, LLC, or any of its agents to obtain an investigative consumer credit report, including, but not limited to, credit history, criminal record history, eviction record history, and a sex offender registry search in conjunction with my application for residency at a property under their management / ownership. This report may include information as to my character, reputation, performance, experience, work habits, and reason for termination, personal characteristics, credit and indebtedness, and motor corporations, courts, and law enforcement agencies at the federal, state, or local level, credit bureaus, military, business, or personal references, and any other source required to verify information that I have voluntarily supplied. I understand that I have the right to request additional disclosures as to the nature and scope of the investigative consumer report.

Furthermore, I authorize the release of information to include salary from all current and/or previous landlords, employers, and/or bank representatives. This investigation is for the purpose of evaluating my worthiness of tenancy and all information that is compiled in this background investigation is strictly confidential and will not be shared with any other party.

I understand that this report is subject to federal law, The Fair Credit Reporting Act (FCRA), and that I have been provided with a copy of "A Summary of Your Rights under the Fair Credit Reporting Act." According to the FCRA, I am entitled to know if tenancy is denied because of information contained in a consumer report, and if tenancy is denied, I will be notified and provided with the name and address of the consumer reporting agency.

By signing below, I agree to indemnify, defend, and hold harmless Mark Downey & Associates, Resident Research, LLC, and any of its agents, against any loss, damage, or other claims (including reasonable attorney's fees) arising from the request and release of my information, including loss, damage, or other claims (including reasonable attorney's fees) resulting from Landlord's or my negligence.

I understand that tenancy can be denied if any information within my application is found to be false or misrepresented in any way. If any items are found to be untrue after residency has begun, I understand that my lease may be immediately terminated and I will be asked to leave the property immediately.

APPLICANT INFORMATION			
FIRST NAME:	MIDDLE NAME:	LAST NAME:	MAIDEN NAME:
DATE OF BIRTH:	SOCIAL SECURITY #:	HOME PHONE:	CELL PHONE:
CURRENT ADDRESS:			
CITY:		STATE:	ZIP CODE:
SIGNATURE			
SIGNATURE OF APPLICANT:	PRINTED NAME OF APPLICANT:		DATE: