TERMS & CONDITIONS

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. <u>Lease Contract Information.</u> 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.

2. <u>Application Fee (nonrefundable</u>). 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.

3. <u>Condition of the Property</u>. Applicants agree that they accept the entirety of the property in its "AS IS" condition with no warranties as to condition express or implied, except as otherwise expressly set forth in the lease agreement.

4. <u>Approval When Lease Contract Isn't Yet Signed</u>. 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.

5. <u>If You Fail to Sign Lease Contract After Approval</u>. 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 application deposit as liquidated damages, and terminate all further obligations under this Agreement.

6. <u>If You Withdraw Before Approval</u>. You and any co-applicant may withdraw your application. 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.

7. <u>Completed Application</u>. An Application will not be considered "completed" and will not be processed until all of the following have been provided to us: a separate Application has been fully filled out and signed by you and each co-applicant and or guarantors; an application fee has been paid to us for each applicant and or guarantor. All additional supporting documents (residential rental history, photo ID, proof of income, pet screening application, etc.) necessary for the Application have been completed and uploaded.

8. <u>Nonapproval.</u> 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.

9. <u>Extension of Deadlines</u>. If the deadline for signing, approving, or re-funding under falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next day.

10. <u>Notice to or from Co-applicants</u>. 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. <u>Keys or Access Devices</u>. 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. <u>Signature</u>. 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.