RENTAL APPLICATION TERMS AND CONDITION



<u>Terms and Conditions</u>. By applying to rent a property from us, you agree to all of our TERMS AND CONDITIONS. I understand that this is a routine application to establish credit, character, employment, and rental history. I also understand that this is NOT an agreement to rent and that all applications must first be approved by aDoor Property Management, LLC (herein "us", "our", "we", "Manager", "landlord"). I authorize verification of references and information given. I declare that the statements above are true, complete, and correct, and I agree that the landlord may terminate my agreement entered into in reliance on any material misstatement, misleading, or misrepresentation in my application.

<u>Application</u>. To be considered for application, each adult shall complete and submit a separate application (excluding legal dependents) who seeks to reside at the property and shall pay the application fee as published, regardless of whether we approve your application or you become a tenant of the property. No adult is permitted to occupy the premises who has not submitted an application for residence, and no occupant is permitted who is not disclosed in the application.

<u>When/If Application Approved</u>. If your application approved, we will submit our terms and conditions of residential tenancy to you using electronic communication. If you do not sign the lease agreement or other required documents and pay the required payments within 24 hours of submission to you, your application will be denied without further notice and any offer to lease the property is revoked. However, if you wish to hold the property for a longer period of time, you must request the same from us, and we will present our terms and conditions to hold the property. If you do not sign the property holding agreement and pay the applicable deposit or fee, we will not hold the property and will proceed with marketing or renting the property to another applicant (See Property-Holding herein).

<u>Application Process</u>. Applicants will NOT be considered, approved or denied, on a "first come, first serve" basis". Application is deemed submitted when Applicant provides Landlord with all requested information and pays the application fees. We attempt to contact Applicant(s) once determination of approval or denial is made. Contact may be made in any form, such as phone, email, text message or electronic message. Application processing may be delayed due to circumstances and thus delay the approval verification, including but not limited to, lack of necessary information, applicant requests and lease negotiations. There is no guarantee that Applicant will be accepted before another applicant.

Fair Housing. We comply with local, state and federal Fair Housing laws and does not discriminate on the basis of age, race, color, creed, religion, sex, national origin, handicap, military status, or familial status.

<u>General</u>. Applicant grants us permission to obtain 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; will void a lease/rental agreement if any; and/or be grounds for eviction with loss of all deposits and any other penalties as provided by the lease terms if any. Any incomplete applications may be rejected or denied. All adult applicants over the age of 18 must submit a fully completed rental application and applicable fees, including the application fee. Verbal representations are not binding or effective, but if an Applicant misrepresents a material fact to us, and we rely on that misrepresentation, Applicant may be denied or a subsequent tenancy terminated. This application is preliminary only; in no way implies that a particular rental

unit shall be available; and in no way obligates us to execute a lease or deliver possession of the premises. Time is of the essence. It is the responsibility of the Applicant to research and inquire about relevant factors concerning Applicant's suitableness and acceptance of the premises, including but not limited to: school zones, hazard/flood zones, noise zones, location, appearance, condition, design, color, accessibility, insurance costs, handicap accessibility features, zoning, public record regarding sex or violent offender registration, etc.

<u>Application</u>. Each legal adult shall pay the application fee, complete and submit a separate application (excluding dependent children) who seeks to reside at the property.

<u>If Application Approved</u>. If your application approved, we will submit our terms and conditions of residential tenancy to you using electronic communication. If you do not sign the lease agreement or other required documents and pay the required payments within 24 hours of submission of the same to you, your application will be automatically denied without further notice. However, if you wish to hold the property for a longer period of time, you must request the same from us, and we will present our terms and conditions to hold the property. If you do not timely sign the property holding agreement and pay the applicable deposit or fee, we will not hold the property and will proceed with marketing or renting the property to another applicant (See Property-Holding herein).

<u>Application Process</u>. Applicants will NOT be considered, approved or denied, on a "first come, first serve" basis". Application is deemed submitted when Applicant provides Landlord with all requested information and pays the application fees. Landlord will use due diligence in processing applications and attempt to contact Applicant(s) once determination of approval or denial is made. Contact may be made in any form, such as phone, email, text message or electronic message. Application processing varies due to circumstances, demand and market conditions, as well as other factors, including but not limited to lack of necessary information, applicant requests, the number of applicants, and lease negotiations. There is no guarantee that Applicant will be accepted before another applicant.

<u>Fair Housing</u>. We comply with local, state and federal Fair Housing laws and does not discriminate on the basis of age, race, color, creed, religion, sex, national origin, handicap, military status, or familial status.

<u>Rent</u>. Applicant understands that additional fees or costs may apply during the tenancy in addition to base rent.

<u>Payment</u>. Your application payment is non-refundable and must be paid in full prior to our processing your application. If you make payment by credit card and dispute the credit card charge, your application will be denied.

<u>Fees</u>. Each applicant must pay Manager a non-refundable application fee of \$50.00 plus a \$20.00 background check fee. Applicant understands that these fees will not be returned regardless of whether the application is accepted or denied.

<u>HOA</u>. Applicable Homeowner and Condominium Associations may require a separate application and payment of fees, and if such is the case, Applicant must fully comply or else the application will be denied. Additional fees may apply.

<u>Multiple Applications</u>. Where there are multiple applications, we may deny each and/or all applicants based upon one applicant's failure to pass our selection criteria. All applicants are jointly and severally liable and responsible for all terms of this application, including any fees due or owed. Each applicant must complete an application independently from all other applicants. If there are multiple applicants for the same premises, we will decide which applicant best qualifies for the premises, which may not necessarily be the first application received. Manager does not guarantee that the premises for which the applicant is applying permits roommate

tenants. All premises are subject to limitations on the number of tenants and occupants that may possess one premises during the tenancy, and we may deny application based on such limitations.

<u>Property Holding</u>. If Applicant wants to request that we put the premises on hold for the Applicant to decide whether or not to rent the premises, or to give time for the tenant to sign the lease, pay monies, or occupy the premises, Applicant must request the same from us, and if we decide to permit property holding, we will present our terms and conditions to the applicant. Applicant must timely sign the property holding agreement and pay the required deposit or fees as required by the agreement and follow all of its terms and conditions. Failure to comply with the property holding agreement will result in the applicant automatically forfeiting the holding deposit as liquidated damages.

<u>Inspection</u>. Applicant may preview the premises applied for, or Applicant may elect to lease the premise without previewing said premises but must request a physical inspection of the same. If Applicant does not request an inspection, Applicant waives the privilege to inspect. We will provide Applicant with instructions to inspect the premise. If Applicant violates or does not comply with the instructions, Applicant waives any privilege to inspect the premises, and we may deny application, and Applicant may be charged a reasonable fee for the added burden and expense of accommodating the Applicant. Applicant agrees and understands that if Applicant submits his or her application, his or her obligation to pay the application fee is not conditioned on the Applicant's inspection of the premises or results of Applicant's inspection.

<u>Payment</u>. All initial funds that must be paid relative to the Application or for tenancy of the premises must be paid through our online portal or as otherwise instructed.

<u>Selection Criteria</u>. We use a selection criteria when determining applications. Based upon our findings, we may: (1) make further inquiries of Applicant; (2) require additional deposits and/or rent; (3) require a guarantor and/ or promissory notes; (4) require advanced rent; (5) reject Applicants; (6) wait for additional applications, and (7) other actions to reserve our rights.

<u>Permission</u>. Applicant grants us permission and authority to inquire (now and periodically hereafter if the Applicant becomes a tenant) into all areas of inquiry as described within this application and referenced documentation and indemnifies and releases us from any liability, causes of action, damages, including attorney's fees and costs, relating from this authority.

<u>Attorney's Fees and Costs</u>. If a party to this agreement employs an attorney due to a violation of the terms and conditions of this agreement or any other situation or agreement relating to this agreement, said party shall be responsible for reasonable costs and attorney's fees. Each party waives his or her right to demand a jury trial concerning any litigation, disputes, or otherwise between us and the Applicant, including but not limited to, any causes of action, disputes, and litigation, arising out of this agreement.

<u>Choice of Law and Venue</u>. In any legal action rising out of this agreement, the choice of law that shall govern the action is the State of Florida, and the choice of venue shall be Escambia County.

<u>Consent</u>. Subject to any restrictions under state or federal law, Applicant hereby gives us permission to provide and/or place his or her name and other identifying information, such as date of birth, gender 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 for damages or injury against Manager or any other person or entity hosting such website for posting such information.

<u>Verification & Authorization</u>. Applicant authorizes us or our hires and agents to verify all information contained in this application and investigate consumer reports, including but not limited to residential history (rental or mortgage), employment history, criminal history records, court records and credit records and authorize contact of any persons or companies listed on the application. Applicant hereby indemnifies and releases the landlord and us from any liability, causes of action, damages, including attorney's fees and costs, relating from this authority. Applicant's misstatements, whether intentional or not, may result in the denial of occupancy. Applicant understands that due to the Fair Credit Reporting Act 15 U.S.C. §§ 1681-1681x, he or she will not be furnished a copy of a credit report from us or its members. Applicant may, however, obtain a free credit report from Equifax, Experian or TransUnion if his or her application is denied for credit reasons. Applicant understand that this application and its content is our property.

<u>Other Available Rental Properties</u>. If you have made application and you are not approved for the property you applied for, we may consider your application for other available rental properties. If you qualify for another rental property, we can consider your application for purposes of those other rental properties. We may request additional or updated information from you to ensure current and complete information is provided in the application. In any event, if your application is older than 30 days, you may have to re-apply.

<u>Acknowledgment</u>. Applicant acknowledges and agrees to the additional facts or terms: (1) all statements and/or facts submitted to the Landlord, including all attachments, are true and complete; (2) Applicant understands and agrees to the terms of application and rental process.