

# TradeMark Residential Application for Occupancy

The undersigned hereby makes application to rent the property located at:

\_\_\_\_\_

For a Term of \_\_\_\_\_ Months Monthly rent of \$ \_\_\_\_\_ Occupancy to begin on \_\_\_\_\_

Shown to applicant by: \_\_\_\_\_ of \_\_\_\_\_  
Agent Name Company

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## PART 1 (PLEASE PRINT CLEARLY)

**Applicant:** \_\_\_\_\_ Social Security # \_\_\_\_\_  
Home #: \_\_\_\_\_ Work #: \_\_\_\_\_ Cell #: \_\_\_\_\_ DOB (mm/dd/yy) \_\_\_\_\_  
Driver's License # \_\_\_\_\_ State \_\_\_\_\_ Email Address: \_\_\_\_\_

**Co-Applicant:** \_\_\_\_\_ Social Security # \_\_\_\_\_  
Home #: \_\_\_\_\_ Work #: \_\_\_\_\_ Cell #: \_\_\_\_\_ DOB (mm/dd/yy) \_\_\_\_\_  
Driver's License # \_\_\_\_\_ State \_\_\_\_\_ Email Address: \_\_\_\_\_

Have you or co-applicant ever been convicted by a court of law? YES \_\_\_ NO \_\_\_  
Have you or co-applicant ever been convicted for any felony offense? YES \_\_\_ NO \_\_\_  
Have you or co-applicant ever filed for bankruptcy? YES \_\_\_ NO \_\_\_  
Have you or co-applicant ever been evicted from tenancy? YES \_\_\_ NO \_\_\_  
Have you or co-applicant ever willfully/intentionally refused to pay rent when due? YES \_\_\_ NO \_\_\_

If yes to any of these questions, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Other Occupants:

1) \_\_\_\_\_ 3) \_\_\_\_\_  
Full Name Age DOB Relationship Full Name Age DOB Relationship

2) \_\_\_\_\_ 4) \_\_\_\_\_  
Full Name Age DOB Relationship Full Name Age DOB Relationship

## Pets:

Type: \_\_\_\_\_ Breed: \_\_\_\_\_ Weight: \_\_\_\_\_ Age: \_\_\_\_\_ Fixed: \_\_\_\_\_  
Type: \_\_\_\_\_ Breed: \_\_\_\_\_ Weight: \_\_\_\_\_ Age: \_\_\_\_\_ Fixed: \_\_\_\_\_

## Vehicles:

Your vehicle make/model \_\_\_\_\_ Year \_\_\_\_\_ Tag Number \_\_\_\_\_ State \_\_\_\_\_  
2nd vehicle make/model \_\_\_\_\_ Year \_\_\_\_\_ Tag Number \_\_\_\_\_ State \_\_\_\_\_  
Other vehicles to be parked at the property \_\_\_\_\_

## Emergency Contact:

In case of emergency notify (other than occupants): \_\_\_\_\_ Tel: \_\_\_\_\_  
Mailing address of emergency contact: \_\_\_\_\_

**PART 2 RESIDENCE HISTORY FOR LAST THREE YEARS:** *(LIST CURRENT FIRST, THEN PREVIOUS)*

Current Street Address, City, State & Zip: \_\_\_\_\_  
Landlord/Mortgage Co.: \_\_\_\_\_ Tel: \_\_\_\_\_ How long? \_\_\_\_\_  
Mo. Rent/Pmt.: \_\_\_\_\_ Reason for leaving: \_\_\_\_\_  
Are you currently a homeowner? Yes \_\_\_\_\_ No \_\_\_\_\_  
Have you given proper notice as required by your lease to vacate? Yes \_\_\_\_\_ No \_\_\_\_\_  
If no, please explain: \_\_\_\_\_

*Previous* Street Address, City, State & Zip: \_\_\_\_\_  
Landlord/Mortgage Co.: \_\_\_\_\_ Tel: \_\_\_\_\_ How long? \_\_\_\_\_  
Mo. Rent/Pmt.: \_\_\_\_\_ Reason for leaving: \_\_\_\_\_  
*Previous* Street Address, City, State & Zip: \_\_\_\_\_  
Landlord/Mortgage Co.: \_\_\_\_\_ Tel: \_\_\_\_\_ How long? \_\_\_\_\_  
Mo. Rent/Pmt.: \_\_\_\_\_ Reason for leaving: \_\_\_\_\_

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**PART 3 EMPLOYMENT FOR LAST THREE YEARS:** *(LIST CURRENT FIRST, THEN PREVIOUS\*\*\*\*  
CURRENT MUST BE LOCAL EMPLOYMENT INFORMATION)*

**APPLICANT STATUS:** Full-time \_\_\_ Part-time \_\_\_ Student \_\_\_ Retired \_\_\_ Unemployed \_\_\_  
Company Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Job Title: \_\_\_\_\_ Length of Employment: \_\_\_\_\_ Monthly Income: \_\_\_\_\_  
Supervisor: \_\_\_\_\_ Tel: \_\_\_\_\_

Company Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Job Title: \_\_\_\_\_ Length of Employment: \_\_\_\_\_ Monthly Income: \_\_\_\_\_  
Supervisor: \_\_\_\_\_ Tel: \_\_\_\_\_

**CO-APPLICANT STATUS:** Full-time \_\_\_ Part-time \_\_\_ Student \_\_\_ Retired \_\_\_ Unemployed \_\_\_  
Company Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Job Title: \_\_\_\_\_ Length of Employment: \_\_\_\_\_ Monthly Income: \_\_\_\_\_  
Supervisor: \_\_\_\_\_ Tel: \_\_\_\_\_

Company Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Job Title: \_\_\_\_\_ Length of Employment: \_\_\_\_\_ Monthly Income: \_\_\_\_\_  
Supervisor: \_\_\_\_\_ Tel: \_\_\_\_\_

**OTHER INCOME:**

Source: \_\_\_\_\_ Amt. per month: \_\_\_\_\_ (Please provide documentation)  
*(Note: Sources of additional income will NOT be considered, unless applicant(s) provide documentation that establishes such income)*

**Important: Please attach a copy of two recent pay stubs or an employment letter from a supervisor. If self-employed, please provide documentation of income: copy of last 2 years tax returns, 3 months of bank statements, copy of 1099. If you have additional income, please list on a separate sheet, giving source of the income and amount, and attach proper verification.**

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## PART 4 APPLICATION TERMS

- This offer hereby constitutes my offer to the owner of the above-described premises (hereinafter “premises”), through owner’s agent Trademark Residential Properties, hereinafter referred to as “Trademark Residential,” to lease the premises for the term and upon the conditions set forth in this offer. Before I am given possession of the premises, I agree to execute a lease agreement for the premises and pay the security deposit.
- Please allow sufficient time for your application to be processed. Upon approval of your application, the full security deposit must be paid and the lease signed within 72 hours.
- Under penalty of perjury, I hereby represent that all of the information I provide herein is true and correct. In the event any of the information is not correct, whether intentional or unintentional, I understand and agree that Trademark Residential may reject my rental offer and, in the event any information in this rental application is discovered to be incorrect after the execution of a written lease, Trademark Residential may hold me in immediate default of any written lease it has with me and shall have the right to re-enter the premises I rent from Trademark Residential and seek a judgment for possession against me (along with any related damages) via a summary ejection action.
- I understand and agree that my application fee does not bind the owner in anyway (i) to lease the premises to me or (ii) to remove the premises from the real estate market, **unless and until the owner and/or owner’s agent, TradeMark Residential approves and otherwise accepts my application for occupancy and security deposit is paid.** I also agree that in the event the owner and/or owner’s agent, Trademark Residential approves my rental offer, such approval shall not bind owner and/or owner’s agent, Trademark Residential in any way and shall not be considered the formation of a binding lease, whether oral or written in nature; rather, I agree such approval is merely conditional in nature, where owner and/or owner’s agent, Trademark Residential may elect, in its sole discretion, to (i) rescind my approval, (ii) refuse to enter into a written lease with me, and (iii) to make the rental offer null and void – at any time prior to signing a written lease with me. I agree that if I fail or refuse, for any reason whatsoever, 1) to execute a written lease agreement for the premises AND 2) to pay the required security deposit within seventy-two (72) hours **after owner and/or owner’s agent, TradeMark Residential has accepted this offer, that the owner and/or owner’s agent, TradeMark Residential will have the right to make the rental offer null and void.**
- Notwithstanding the preceding terms of my offer, I acknowledge and agree that owner and/or owner’s agent may reject this rental offer without liability of any kind in the event that my offer is not approved due to (1) negative information contained in my credit report(s) and (2) any other negative information, including but not limited to my criminal history and any negative rental references. I agree that owner and/or owner’s agent is not bound by the principle of “first come, first serve.”
- The property is available for 12 months, plus any prorated dates in the calendar month, or the advertised lease term. If you request a lease term other than outlined, the Landlord may request additional rent or may deny your offer.
- All utilities are the responsibility of the resident unless otherwise specified. Utility service in your name for the rental must commence no later than your lease start date. If you have questions concerning utility service, please contact the leasing office. Utility companies may require deposits.

- All terms of the Apartment Association of North Carolina Rental Agreement apply, including
  1. The resident is liable for the full rental term specified in the lease. If the tenant breaches the contract, the tenant is liable for: (i) Any unpaid rents and any future lost rental moneys due to vacancy; (ii) Any costs/fees incurred by the Landlord to re-let the property due to Tenant’s breach, including any fees to agencies used for assistance in re-letting the property; and (iii) Any costs necessary to clean/repair property to its original condition.
  2. The residents are required to maintain renter’s insurance. The owner may require proof of insurance.
  3. The resident is not permitted to assign the lease to another party or sublet the property in whole or part.
  4. Landlord may hold your security deposit in an interest-bearing trust account. Interest to accrue to the Landlord, as the Landlord directs.
  
- I acknowledge and agree that verbal negotiations are binding and enforceable.

**All rental moneys, including first month’s rent and pet fees, must be paid on or before the start of your lease date, regardless of whether you take possession at that time. The first month’s rent, security deposit, and pet fees must be paid in the form of a money order or certified check. The security deposit check must be separate.**

**APPLICATION FEE**

I have submitted the sum of \$\_\_\_\_\_ (“application fee”) with this application. I understand and agree that this application shall not be considered by the owner and/or owner’s agent until the application fee is paid. I understand and agree that the application fee is used by the owner’s agent for the payment of processing of this application, which includes costs for verifying the authenticity of the information provided and to obtain or otherwise procure information regarding my credit history, criminal background, and rental references. As such, I understand and agree that the application fee is nonrefundable. I, by signing this application for occupancy, represent that the information provided herein is true and correct to the best of my knowledge. In the event that the owner and/or owner’s agent discovers that any information provided herein is false, I understand and agree that the owner may, at the owner’s sole option, reject this application and immediately rescind any current or future agreement with myself. OTHER FEE(S) List and describe: \_\_\_\_\_

**APPLICATION(S) RELEASE AND AUTHORIZATION**

By signing this application for occupancy, I authorize the owner and/or owner’s agent to obtain a consumer credit report and any other information necessary in the owner and/or owner’s agent’s sole discretion to assist in the evaluation of this application for occupancy. I understand and agree that any such information obtained by the owner and/or owner’s agent may include, but is not limited to, my credit history, criminal record, evidence of any civil litigation and civil judgments, records of arrest, past rental history, employment history, salary information and history, vehicle records, driver’s license records, driving history, or any other information. I release owner’s agent, its principals, investors, employees, agents, vendors, the owner(s) of the community or property generally described in this application, and any furnisher or supplier of information related to this application from any and all liability in the procurement, use, distribution, and possession of all obtained information. I also understand and agree that the information provided in this application and other consumer reports, to include credit reports, criminal records, evidence of any civil litigation, and civil judgments, records of arrest, past rental history, employment history, salary information/history, vehicle records, driver’s license records, driving history, or any other information may be provided to state, local, and/or federal government agencies .Any disposal of information received by the owner or owner’s agent shall be done in accordance with 16 CFR part 682 and N.C. Gen. Stat § 75-64, *et seq.*

APPLICANT’S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

CO-APPLICANT’S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## Rental Qualification Criteria

**Application** – A separate rental application and application fee are required for each prospective resident 18 years of age or older. Rental, income and credit histories will be considered jointly and approval will be based on the applicant with the best credit and rental histories. A valid form of legal identification is required at time of application and lease signing.

**Income** – Applicants must provide verifiable sources of income that, when combined in gross amounts, total at least 3 times the monthly rent. Retired, unemployed or student applicants must provide other verifiable sources of income. These sources may include investments, trust funds, child support, alimony, and financial aid (when it is sent directly to the student, etc.). Applicants receiving housing assistance must provide verifiable sources of income, that when combined in gross amounts, total at least 3 times the portion of rent for which they are responsible. Applicants may be approved with less than 3 times the monthly rent based on the “Rental Scores Model”.

**Employment** – It is the obligation of applicants to provide proof of at least 6 months of employment by providing one of the following: (i) a copy of the applicant’s last two check stubs; (ii) if self employed, a copy of the previous year’s tax return or 1099; (iii) if employment is pending, a copy of the offer letter on company letterhead, stating the start date and salary.

**Rental History** – Applicants must provide at least 6 months of verifiable rental history and/or mortgage payment history that has occurred within the past two years. This history must be obtained from a landlord, apartment community or mortgage company. Acceptable rental/payment history will include no more than three late payments or returned checks per year of residency and compliance with all community policies. Reference information from family members or friends will not be considered.

**Credit Requirements** – A credit report will be processed on each applicant. The credit report will be evaluated by an outside agency and approval will be based on a scoring model. Depending on the results of the credit report, an additional security deposit or guarantor may be required. If a Guarantor is required (students only), Guarantors must satisfy these criteria: (i) gross monthly income equal to 3 times the monthly rent amount; (ii) rent/payment history as described above; and (iii) established credit history with a positive rating by an outside agency. Guarantors are responsible for all obligations of all Residents on the initial lease as well as all subsequent leases including modifications, extensions, and renewals.

**Criminal History** – A criminal background check will be processed on each applicant and evaluated by an outside agency.

**Automatic Denial For Residency:**

- Falsification of any information of the application
- A bankruptcy in process
- Eviction by a previous landlord for cause
- Criminal histories that include felony or misdemeanor convictions or pending charges for crimes that represent threats to persons or property
- Failure to satisfy the income requirement
- Failure to satisfy the minimum credit score based on the model

APPLICANT’S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

CO-APPLICANT’S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

RECEIPT OF FUNDS: Non-refundable application fee received \$ \_\_\_\_\_

RECEIVED BY \_\_\_\_\_ DATE \_\_\_\_\_