

# SUNSHINE MANAGEMENT CORPORATION

178 Thomas Johnson Dr., Suite 201, Frederick, MD 21702

(P) 301.663.8383 or 800.663.4990 (F) 301.663.0070

## - RESIDENTIAL TENANT APPLICATION -

\*\*\* APPLICATION MUST BE FILLED OUT COMPLETELY FOR PROCESSING \*\*\*

FULL NAME: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

SS #: \_\_\_\_\_ Driver's License #: \_\_\_\_\_

Children: Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Sex: \_\_\_\_\_

Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Sex: \_\_\_\_\_

Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Sex: \_\_\_\_\_

\*\*\* Provide rental/mortgage information for the past FIVE (5) YEARS \*\*\*

Present Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Rent /Own? (circle one) Move-in Date: \_\_\_\_\_ Monthly Payment \$ \_\_\_\_\_

Landlord Name: \_\_\_\_\_ Landlord Phone: \_\_\_\_\_

Landlord Address: \_\_\_\_\_

Reason for Leaving: \_\_\_\_\_

Are you currently in the military? YES \_\_\_\_\_ NO \_\_\_\_\_ If Yes:

Commanding Officer Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

PREVIOUS Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Rent /Own?: \_\_\_\_\_

Move-in Date: \_\_\_\_\_ Move-out Date: \_\_\_\_\_ Monthly Payment \$ \_\_\_\_\_

Landlord Name: \_\_\_\_\_ Landlord Phone: \_\_\_\_\_

Landlord Address: \_\_\_\_\_

Reason for Leaving: \_\_\_\_\_

1. HAVE YOU EVER BEEN SUED/EVICED FOR NON-PAYMENT OF RENT OR BREACH OF LEASE? \_\_\_\_\_

If YES, please explain: \_\_\_\_\_

2. ARE THERE ANY JUDGMENTS, LAWSUITS OR BILL COLLECTIONS AGAINST YOU? \_\_\_\_\_

3. HAVE YOU BEEN CONVICTED OF A CRIME SINCE YOUR 18<sup>TH</sup> BIRTHDAY? \_\_\_\_\_

If YES, please give the date, charge, and adjudication: \_\_\_\_\_

Current Employer's Name: \_\_\_\_\_

Employer Address: \_\_\_\_\_

Your Position: \_\_\_\_\_ Your Business Phone: \_\_\_\_\_

Salary: \$ \_\_\_\_\_ per \_\_\_\_\_ Start Date: \_\_\_\_\_

Supervisor/HR Contact: \_\_\_\_\_ Supervisor/HR Phone: \_\_\_\_\_

**If current employment is less than THREE (3) Years, complete the following:**

PREVIOUS Employer's Name: \_\_\_\_\_

Employer Address: \_\_\_\_\_

Your Position: \_\_\_\_\_ Your Business Phone: \_\_\_\_\_

Salary: \$ \_\_\_\_\_ per \_\_\_\_\_ Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Supervisor/HR Contact: \_\_\_\_\_ Supervisor/HR Phone: \_\_\_\_\_

**AUTOMOBILES OR OTHER VEHICLES:**

(1) Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color: \_\_\_\_\_ Tag #: \_\_\_\_\_

(2) Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color: \_\_\_\_\_ Tag #: \_\_\_\_\_

**PETS:**

(1) Type: \_\_\_\_\_  Male  Female Weight: \_\_\_\_\_ lbs. Name: \_\_\_\_\_

Breed: \_\_\_\_\_

(2) Type: \_\_\_\_\_  Male  Female Weight: \_\_\_\_\_ lbs. Name: \_\_\_\_\_

Breed: \_\_\_\_\_

(3) Type: \_\_\_\_\_  Male  Female Weight: \_\_\_\_\_ lbs. Name: \_\_\_\_\_

Breed: \_\_\_\_\_

**CREDIT REFERENCES:**

Checking Acct. # \_\_\_\_\_ Bank \_\_\_\_\_

Savings Acct. # \_\_\_\_\_ Bank \_\_\_\_\_

**LOANS, CREDIT CARDS, Etc;**

(1) \_\_\_\_\_ Acct. # \_\_\_\_\_

(2) \_\_\_\_\_ Acct. # \_\_\_\_\_

(3) \_\_\_\_\_ Acct. # \_\_\_\_\_

**FINANCIAL INFORMATION:**

Gross Monthly Employment Salary \$ \_\_\_\_\_

**Additional Monthly Income:**

Alimony \$ \_\_\_\_\_

Child Support \$ \_\_\_\_\_

Disability \$ \_\_\_\_\_

Dividends \$ \_\_\_\_\_

Interest Income \$ \_\_\_\_\_

Investments \$ \_\_\_\_\_

Pension \$ \_\_\_\_\_

Social Security \$ \_\_\_\_\_

Social Services \$ \_\_\_\_\_

Other \$ \_\_\_\_\_

**TOTAL** \$ \_\_\_\_\_

**Additional Expenses:**

Alimony \$ \_\_\_\_\_

Child Support \$ \_\_\_\_\_

Other \$ \_\_\_\_\_

**Total** \$ \_\_\_\_\_

**EMERGENCY CONTACT:**

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

Relationship: \_\_\_\_\_

APPLICANT HEREBY AUTHORIZES A CREDIT REFERENCE CHECK OF APPLICANT'S REFERENCES, EMPLOYER(S), AND ANY OTHERS HAVING KNOWLEDGE OF APPLICANT'S CREDIT WORTHINESS AND CHARACTER. APPLICANT ACKNOWLEDGES THAT LANDLORD IS RELYING ON THE INFORMATION PROVIDED IN THIS APPLICATION AND ANY INDEPENDENT VERIFICATION OF IT TO DETERMINE THE APPLICANTS' QULIFICATIONS TO RENT. ANY INACCURATE OR INCOMPLETE INFORMATION OR ANY MISREPRESENTATION OF THE INFORMATION PROVIDED SHALL CONSTITUTE A BREACH OF ANY SUBSEQUENT LEASE AND MAY RESULT IN THE IMMEDIATE TERMINATION OF THE TENANCY. BY AGREEMENT OF THE APPLICANT AND THE LANDLORD, THIS APPLICATION IS INCORPORATED INTO AND BECOMES PART OF ANY SUBSEQUENT LEASE.

APPLICANT UNDERSTANDS THAT THE \$25.00 (\$25.00 CO-SIGNER) NON-REFUNDABLE FEE FOR PROCESSING OF THIS APPLICATION IS NOT A DEPOSIT ON THE UNIT AND IN NO WAY GUARANTEES THAT APPLICANT WILL BE SELECTED FOR THIS UNIT. APPLICANT ALSO UNDERSTANDS THAT IF THE UNIT APPLICANT IS APPLYING FOR HAS BEEN REHABILITATED WITH STATE FUNDS, AN INITIAL CERTIFICATION OF APPLICANT'S ANNUAL INCOME AND ASSETS, AS WELL AS A RECERTIFICATION OF SAME AT THE TIME OF LEASE RENEWAL WILL BE REQUIRED. REFUSAL TO PROVIDE SAID INFORMATION TO THE MANAGEMENT COMPANY, OR FALSE INFORMATION PROVIDED TO THE MANAGEMENT COMPANY CAN RESULT IN THE TERMINATION OF THE LEASE.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address of Property/Unit: \_\_\_\_\_

\*\*\* Return this application with \$25.00 Cash, Certified Check or Money Order to:  
(Cash can be turned in with application during regular business hours if submitted to office in person)

**SUNSHINE MANAGEMENT CORPORATION**  
Ambers Professional Center  
178 Thomas Johnson Drive, Suite 201  
Frederick, MD. 21702

**OFFICE USE ONLY**

Application fee received: \$ \_\_\_\_\_ Cash or MO #: \_\_\_\_\_ Date: \_\_\_\_\_ SMC Initials: \_\_\_\_\_

**PLEASE READ CAREFULLY**

**APPLICANT AUTHORIZATION AND CONSENT FOR RELEASE OF INFORMATION**

This release and authorization acknowledges that Sunshine Mgmt Corp, may now, or any time while I am renting, conduct a verification of my current and previous tenant history, current and previous employment, credit history, contact personal references, and to receive any criminal history information pertaining to me which may be in the files of any Federal, State, or Local criminal justice agency, and to verify any other information deemed necessary to fulfill the Tenant requirements. The results of this verification process will be used to determine tenant eligibility under Sunshine Mgmt Corp tenant policies. In the event that information from the report is utilized in whole or in part in making an adverse action decision with regard to your potential renter, before making the adverse decision, we will provide you with a copy of the consumer report and a description in writing of your rights under the law.

I authorize Resolve Partners, LLC and any of its agents, to disclose orally and in writing the results of this verification process to the designated authorized representative of Sunshine Mgmt Corp

**I have read and understand this release and consent, and I authorize the background verification.** I authorize persons, schools, current and former employers, current and former landlords and other organizations and Agencies to provide Resolve Partners, LLC with all information that may be requested. I hereby release all of the persons and Agencies providing such information from any and all claims and damages connected with their release of any requested information. I agree that any copy of this document is as valid as the original.

I do hereby agree to forever release and discharge Sunshine Mgmt Corp, Resolve Partners, LLC and their associates to the full extent permitted by law from any claims, damages, losses, liabilities, costs and expenses, or any other charge or complaint filed with any Agency arising from retrieving and reporting of information. According to the Federal Fair Credit Reporting Act, I am entitled to know if tenant was denied based on information obtained by my prospective employer and to receive a disclosure of the public record information and of the nature and scope of the investigative report.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Print Name Clearly

\_\_\_\_\_  
Co-Applicant Signature

\_\_\_\_\_  
Print Name Clearly

Date: \_\_\_\_\_

**PRE-LEASE WAIVER  
(Exhibit C)**

WHEREAS \_\_\_\_\_, jointly and severally (hereinafter referred to as "Tenant", whether one or more) intend to enter into a Lease with Manager, (hereinafter referred to as "Manager") for the rental of the property (hereinafter referred to as "Premises") located at \_\_\_\_\_; and

WHEREAS the Premises were constructed prior to 1978 and may contain lead based paint on the interior and/or exterior; and

WHEREAS birth defects, and other mental or health problems can occur through prolonged skin contact or ingestion of lead-based paint; and

WHEREAS the Property Owner has made a good-faith effort to contain, remediate or reduce all lead based paint hazards; and

WHEREAS the Premises has been inspected by a certified lead inspector and has been certified to be compliant with all Maryland State and Environmental Protection Agency (EPA) risk reduction standards;

NOW THEREFORE, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Tenant agrees and acknowledges as follows:

- 1) TENANT ACKNOWLEDGES THE EXISTENCE OF LEAD BASED PAINT AND IS FULLY AWARE OF THE RISKS ASSOCIATED WITH ITS PRESENCE AND ACCEPTS THE SAME; AND
- 2) TENANT ACKNOWLEDGES THAT THE PROPERTY OWNER HAS COMPLIED WITH ALL MARYLAND AND EPA LEAD PAINT RISK REDUCTION STANDARDS AND POLICIES AND ACCEPTS THE LEAD CERTIFICATE THAT WILL BE ATTACHED TO THE LEASE [EXHIBIT "G"] AS PROOF THAT THE PREMISES ARE ADEQUATELY PREPARED TO A LEVEL CONSISTENT WITH THE TENANT'S RISK TOLERANCE; AND
- 3) TENANT ACKNOWLEDGES AND ACCEPTS THAT ALTHOUGH THE PREMISES HAVE UNDERGONE A RISK REDUCTION PROCESS AND HAVE RECEIVED A VALID, CURRENT LEAD CERTIFICATE, LEAD PAINT HAZARDS MAY STILL EXIST IN, ON OR AROUND THE PREMISES; AND
- 4) TENANT IS UNDER NO OBLIGATION TO RENT THE PREMISES FROM THE LANDLORD. TENANT ACKNOWLEDGES THAT THEY HAVE THE RIGHT TO HIRE AN INDEPENDENT INSPECTOR OF THEIR CHOOSING AT THE THEIR SOLE COST AND EXPENSE TO INSPECT THE PREMISES ON THE THEIR BEHALF. BY CHOOSING TO EXECUTE A LEASE WITH LANDLORD, TENANT ASSERTS THAT THEY ARE EITHER SATISFIED WITH SUCH INSPECTION OR THAT THEY WILLFULLY CHOOSE AT THEIR OWN RISK NOT TO COMPLETE AN ADDITIONAL INSPECTION; AND
- 5) **TENANT, AT TENANT'S OWN SOLE RISK, EXPLICITLY ACCEPTS ANY AND ALL LEAD PAINT HAZARDS OR RISKS THAT MAY EXIST IN, ON OR AROUND THE PREMISES; AND**

- 6) **TENANT WAIVES THE RIGHT TO ANY AND ALL PAST, PRESENT OR FUTURE CLAIMS OR LEGAL ACTION AGAINST THE PROPERTY OWNER, PROPERTY OWNER'S AGENTS AND MANAGER, REGARDING LEAD PAINT; AND**
- 7) **TENANT EXPLICITLY WAIVES ALL RIGHTS TO PAST, PRESENT OR FUTURE CLAIMS OR SUITS ON BEHALF OF ALL MINORS RESIDING AT THE PREMISES, AS WELL AS ANY OTHER OCCUPANTS, GUESTS, VISITORS OR INVITEES TO THE PREMISES. TENANT FURTHER ACCEPTS LIABILITY FOR AND AGREES TO HOLD HARMLESS, DEFEND AND INDEMNIFY THE PROPERTY OWNER, PROPERTY OWNER'S AGENTS AND MANAGER AGAINST ANY AND ALL PAST, PRESENT OR FUTURE CLAIMS THAT MAY BE MADE BY MINORS RESIDING AT THE PREMISES AS WELL AS ANY OTHER OCCUPANTS, GUESTS, VISITORS OR INVITEES TO THE PREMISES THAT RELATE IN ANY WAY TO LEAD PAINT OR ITS EFFECT; AND**
- 8) TENANT HAS BEEN ADVISED TO CONSULT AN ATTORNEY BEFORE EXECUTING THIS WAIVER; AND
- 9) THE TERMS OF THIS WAIVER SHALL SURVIVE THE EXPIRATION OF THE LEASE OR ANY OTHER AGREEMENT INDEFINITELY; AND
- 10) AS CONSIDERATION FOR EXECUTING THIS WAIVER, THE TENANT SHALL BE PERMITTED TO SUBMIT AN APPLICATION TO LEASE THE PREMISES.

TENANT:

\_\_\_\_\_

Date

TENANT:

\_\_\_\_\_

Date

MANAGER:

\_\_\_\_\_

Date



STATE OF MARYLAND  
REAL ESTATE COMMISSION

## Understanding Whom Real Estate Agents Represent

### THIS NOTICE IS NOT A CONTRACT

*In this form "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease"*

#### Agents Who Represent the Seller

**Seller's Agent:** A seller's agent works for the real estate company that lists and markets the property for the sellers and exclusively represents the sellers. A Seller's agent may assist the buyer in purchasing the property, but his or her duty of loyalty is only to the seller.

**Subagent:** A Subagent means a licensed real estate broker, licensed associate real estate broker, or licensed real estate salesperson who is not affiliated with or acting as the listing real estate broker for a property, is not a buyer's agent, has an agency relationship with the seller, and assists a prospective buyer in the acquisition of real estate for sale in a non-agency capacity. The subagent works for a real estate company different from the company for which the seller's agent works. The subagent can assist a buyer in purchasing a property, but his or her duty of loyalty is only to the seller.

**If you are viewing a property listed by the company with whom the agent accompanying you is affiliated, and you have not signed a Buyer Agency Agreement and a "Consent for Dual Agency" form, that agent is representing the seller**

#### Agents Who Represent the Buyer

**Buyer's Agent :** A buyer may enter into a written contract with a real estate broker which provides that the broker will represent the buyer in locating a property to buy. The agent from that broker's company is then known as the buyer's agent. The buyer's agent assists the buyer in evaluating properties and preparing offers and developing negotiation strategies and works in the best interest of the buyer. The agent's fee is paid according to the written agreement between the broker and the buyer. If you as a buyer wish to have an agent represent you, you must enter into a written buyer agency agreement.

#### Dual Agents

The possibility of **dual agency** arises when the buyer's agent and the seller's agent both work for the same real estate company, and the buyer is interested in property listed by that company. The real estate broker or the broker's designee, is called the "dual agent." Dual agents do not act exclusively in the interests of either the seller or buyer, and therefore cannot give undivided loyalty to either party. There may be a conflict of interest because the interests of the seller and buyer may be different or adverse.

**If both seller and buyer agree to dual agency** by signing a Consent For Dual Agency form, the "dual agent" (the broker or the broker's designee) shall assign one agent to represent the seller (the seller's "intra-company agent") and another agent to represent the buyer (the buyer's "intra-company agent"). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategies.

**If either party does not agree to dual agency**, the real estate company must withdraw the agency agreement for that particular property with either the buyer or seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by an agent from another real estate broker/company. If the buyer's agreement is terminated, the buyer may choose to enter into a written buyer agency agreement with a different broker/ company. Alternatively, the buyer may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company.

No matter what type of agent you choose to work with, you have the following rights and responsibilities in selling or buying property:

- >Real estate agents are obligated by law to treat all parties to a real estate transaction honestly and fairly. They must exercise reasonable care and diligence and maintain the confidentiality of clients. They must not discriminate in the offering of properties; they must promptly present each written offer or counteroffer to the other party; and they must answer questions truthfully.
- >Real estate agents must disclose all material facts that they know or should know relating to a property. An agent's duty to maintain confidentiality does not apply to the disclosure of material facts about a property.
- >All agreements with real estate brokers and agents must be in writing and explain the duties and obligations of both the broker and the agent. The agreement must explain how the broker and agent will be paid and any fee-sharing agreements with other brokers.
- >You have the responsibility to protect your own interests. You should carefully read all agreements to make sure they accurately reflect your understanding. A real estate licensee is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

Any complaints about a real estate licensee may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6205

We, the  Sellers/Landlord  Buyers/Tenants acknowledge receipt of a copy of this disclosure and that \_\_\_\_\_ (firm name) and \_\_\_\_\_ (salesperson) are working as:

**(You may check more than one box but not more than two)**

- seller/landlord's agent
- subagent of the Seller
- buyer's /tenant's agent

Signature	(Date)	Signature	(Date)
* * * * *			

I certify that on this date I made the required agency disclosure to the individuals identified below and they were **unable or unwilling** to acknowledge receipt of a copy of this disclosure statement

Name of Individual to whom disclosure made e	Name of Individual to whom disclosure made
--	--

Agent's Signature	(Date)
-------------------	--------