

Application Process

Thank you for your interest in renting one of our properties. This application process sheet is a tool to help you understand the process we follow. We are representing the owner/landlord and are promoting their best interest. We follow all Fair Housing Laws & regulations and treat all applicants the same

Application

If you are interested in applying please provide the following. If any of the information is not included then your application cannot be approved.

- 1) Application
- 2) Copy of photo ID
- 3) Proof of income
- 4) Signed and dated form "Understanding Whom Agents Represent"
- 5) Application fee
- 6) First month's rent deposit
- 7) Acknowledge of the Application Process

Your application can be email to Info@EagleManagedProperties.com or faxed to 240-292-1046, or mailed or dropped off at 15823 Crabbs Branch Way Rockville, MD 20855 please call 240-292-1040 if you will be mailing or hand delivering.

Application – An application is needed for each person 18 or older who will live in the property and anyone 18 or older will need to sign the lease. Application form shall be the Greater Capital Area Association of Realtors (GCAAR) Rental Application (form # 1204); it is available on our website www.EagleManagedProperties.com . The application must be filled out legibly in its entirety and include any special lease requirements.

Photo ID – Provide a copy of a photo ID for each applicant. Driver license, other government issues photo id or passport.

Proof of Income – 2 most recent pay stubs and or other supporting documentation. If self-employed, then copies of the past 2 year Federal Income tax returns are needed. Applicants with rent subsidies must provide all documentation.

Understand Whom Agents Represent – this form must be signed by all applicants. Eagle Management LLC represents the landlord and under Maryland law we are required to have a written disclosure from you acknowledging you have been notified whom we represent. All applicants can sign on one form. The form is available on our website www.EagleManagedProperties.com

Application fee – \$40 for each occupant 18 or over. The application fee is non-refundable. The application fee must be paid via certified funds (cash, money order or official bank check) money orders or bank checks made out to “Eagle Management LLC”.

First month’s rent deposit – Equal to one month’s rent. The first month’s rent deposit is not the security deposit; the security deposit will be collected when the lease is signed. The first month’s rent must be paid via certified funds (cash, money order or official bank check) money orders or bank checks made out to “Eagle Management LLC”.

Acknowledge of the Application Process – each applicant is to initial a copy of this Application Process.

If you have any question please call our office and we will provide additional assistance.

Approval Consideration

Applications to rent are reviewed based on the best terms for the owner/landlord. These terms include rent amount, start date, length of lease, pets, special lease requirements and qualifications of prospective tenants.

Qualification guidelines: Credit score 650+. Monthly income at least 3.3 times monthly rent (example \$2000 monthly rent, monthly income needed \$6,600).

Applications are not reviewed based on first come first served, but if 2 applications are equal, the owner/landlord will accept the first application received.

Owners/landlord may exclude lease co-signers or guarantors. If the owner accepts a co-signer/guarantor they must live in Maryland.

Combined income of no more than two applicants will be used to determine applicants' qualifications to rent. If more than 2 applicants have income, then the lowest 2 applicant's income will be considered. The rent must not exceed 30% of verifiable income.

A credit/background report will be run by Eagle Management LLC. A credit report provided by the applicant will not be accepted. Previous landlords and references will be checked.

Owner/landlord may or may not accept pets. If an owner accepts pets, additional information about the pet will be required and there maybe additional security deposit and or rent. Typical additional security deposit is between a half and full months' rent, each owner is different.

Approval of Application

If your application is approved you will be notified and will be required to sign the lease within 3 days of notification. A copy of the lease is available at our web site www.EagleManagedProperties.com .

If the lease term is longer than 12 months, then a rent adjustment for subsequent years may be included in the lease.

At the time of lease signing you will pay the full security deposit. The security deposit should be either a money order or bank check and should be made out to "Eagle Management LLC". On the check or money order put "Security Deposit" and the property address.

For houses built prior to 1978, the tenant will be required to sign and initial the Federal Lead Paint Disclosure and receive a copy of "Protect Your Family from Lead in Your Home". Maryland law requires you to acknowledge a copy "Lead Poising Prevention Program – Notice of Tenant's Rights". Copies are available on our web site www.EagleManagedProperties.com .

The lease is considered fully ratified when all applicants and the owner/landlord or property manager signs the lease.

I have reviewed and acknowledge a copy of the Application Process.

Date

Date

Update: February 2015



RENTAL APPLICATION
(For Use in Montgomery County, Maryland)

Applicant's Name: _____ and, if applicable,
Co-Applicant's Name: _____ ("the Applicant")
Application is made to lease property located at _____
for monthly rental of \$ _____ Security Deposit: \$ _____
Lease Term: _____ Move-in Date: _____ Move-out Date: _____

A deposit in the amount of \$ _____ (the "Deposit") is to be held by Landlord/Agent with the clear understanding that this Application, including each prospective occupant, is subject to approval and acceptance by owner or his duly authorized property manager. The Applicant has no leasehold interests in the rental property until there is a fully executed lease. In the case of payment by check, the words "**Deposit**" shall be placed on the check.

Additionally, an Application fee of \$ **\$40 per applicant** ("the Application Fee") is to be used by the Landlord/Agent for the credit/consumer check and processing the application with the understanding that this application, including each prospective occupant is subject to Landlord's approval and acceptance. Should the actual cost expended for a credit check or other expenses arising out the Application exceed the amount of the Application fee, a portion of the Deposit shall be applied to pay such excess cost. When so approved and accepted, Applicant agrees to execute a lease and to pay any balance due on the security deposit and/or the first month's rent (as required by Landlord) within three (3) business days after being notified of acceptance and before possession is given.

SPECIAL LEASE REQUIREMENTS: Military/Diplomatic Clause: Yes No
Contingencies/Special Equipment: _____

OCCUPANTS: The premises are to be occupied only by the following # of occupants:

Total Number of Occupants: _____
Name: _____ Age: _____
Name: _____ Age: _____
Name: _____ Age: _____
Name: _____ Age: _____
Pets: **Dog:** Breed: _____ Weight: _____ Total Number of Dogs: _____
 Cat: Total Number of Cats: _____ **Other:** _____ How many pets total? _____

AUTOMOBILES, MOTORCYCLES, TRUCKS, BOATS, AND TRAILERS:

Total Number of Vehicles: _____
Type/Make: _____ Year: _____ Tag #: _____ State: _____
Type/Make: _____ Year: _____ Tag #: _____ State: _____
Are any of the above commercial vehicles? If so, which ones? _____

All motor vehicles or trailers shall have current licenses and may be parked **ONLY** in garages, driveways, if provided, on the street (not in fire lanes or on the lawn), **OR AS REQUIRED BY THE CONDOMINIUM OR HOMEOWNER'S ASSOCIATION.**

In compliance with federal fair housing regulations, the Property shall be made available to all persons without regard to race, color, religion, national origin, sex, physical or mental handicaps, familial status or any additional protected classes specified by State of Maryland, District of Columbia or local jurisdiction law.

For Office Use Only: Date _____
Application Received by Agent/Broker: _____

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Please Print Legibly:

Applicant's Name: _____
Birth Date: _____ SS#: _____
Driver's License # or Government-Issued ID #: _____ State: _____
Home Phone: _____ Temporary Local # (if applicable): _____
Office Phone: _____ Mobile Phone: _____
E-mail Address: _____ E-mail Address: _____

Current Address: _____
Street City State Zip

Own **Rent** Years: _____ Rent/Mortgage Payments: \$ _____
Present Landlord/Agent: _____ Phone: _____
Reason for moving: _____
Have you ever paid late? **Yes** **No** If yes, Explain _____
Have you ever been evicted? **Yes** **No** If yes, Explain _____

List all **previous addresses** for the last five years including period of stay in each and the name and telephone number of Landlord/Agent from whom you rented. (Use additional sheet if needed.)

Previous Address: _____
Street City State Zip

Landlord/Agent's Name: _____ Phone: _____
From (Date): _____ To: _____ Monthly Rent: \$ _____

Previous Address: _____
Street City State Zip

Landlord/Agent's Name: _____ Phone: _____
From (Date): _____ To: _____ Monthly Rent: \$ _____

Current Employer: _____
Position: _____ How Long: _____

Address: _____
Street City State Zip

Supervisor: _____ Supervisor's Phone: _____

CURRENT GROSS ANNUAL INCOME:

Base Pay: \$ _____	Commissions: \$ _____
Overtime: \$ _____	Dividends: \$ _____
Bonuses: \$ _____	Other: \$ _____
	TOTAL: \$ _____

If employed less than one year with current employer, give previous employment information:

Previous Employer: _____
Position: _____ How Long: _____ Gross Income: \$ _____

Address: _____
Street City State Zip

Supervisor: _____ Supervisor's Phone: _____

IF EMPLOYER REFUSES to verify applicant's employment by phone, it shall become the responsibility of the applicant to provide immediate written confirmation of such information. If applicant is self-employed, attach copies for past two years of individual US tax form 1040 and self-employment US tax schedule C.

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Please Print Legibly:

Co-Applicant's Name: _____

Birth Date: _____ SS#: _____

Driver's License # or Government-Issued ID #: _____ State: _____

Home Phone: _____ Temporary Local # (if applicable): _____

Office Phone: _____ Mobile Phone: _____

E-mail Address: _____ E-mail Address: _____

Current Address: _____
Street City State Zip

Own **Rent** Years: _____ Rent/Mortgage Payments: \$ _____

Present Landlord/Agent: _____ Phone: _____

Reason for moving: _____

Have you ever paid late? **Yes** **No** If yes, Explain _____

Have you ever been evicted? **Yes** **No** If yes, Explain _____

List all **previous addresses** for the last five years including period of stay in each and the name and telephone number of Landlord/Agent from whom you rented. (Use additional sheet if needed.)

Previous Address: _____
Street City State Zip

Landlord/Agent's Name: _____ Phone: _____

From (Date): _____ To: _____ Monthly Rent: \$ _____

Previous Address: _____
Street City State Zip

Landlord/Agent's Name: _____ Phone: _____

From (Date): _____ To: _____ Monthly Rent: \$ _____

Current Employer: _____

Position: _____ How Long: _____

Address: _____
Street City State Zip

Supervisor: _____ Supervisor's Phone: _____

CURRENT GROSS ANNUAL INCOME:

Base Pay: \$ _____

Overtime: \$ _____

Bonuses: \$ _____

Commissions: \$ _____

Dividends: \$ _____

Other: \$ _____

TOTAL: \$ _____

If employed less than one year with current employer, give previous employment information:

Previous Employer: _____

Position: _____ How Long: _____ Gross Income: \$ _____

Address: _____
Street City State Zip

Supervisor: _____ Supervisor's Phone: _____

IF EMPLOYER REFUSES to verify applicant's employment by phone, it shall become the responsibility of the applicant to provide immediate written confirmation of such information. If applicant is self-employed, attach copies for past two years of individual US tax form 1040 and self-employment US tax schedule C.

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APPLICANT / CO-APPLICANT:

HOUSING ASSISTANCE PROGRAM:

Are you participating in a Housing Assistance Program? Yes No If yes, please complete info below:

Jurisdiction: _____/_____

Amount: \$ _____/_____

Attach appropriate documentation.

ASSETS:

Checking Account: \$ _____/_____ Bank: _____/_____

Savings Account: \$ _____/_____ Bank: _____/_____

Credit Union: \$ _____/_____ Name: _____/_____

Other Assets: \$ _____/_____ (Specify) _____/_____

TOTAL: \$ _____/_____

LIABILITIES: (Auto Loans, Mortgages, Credit Cards, Bank Loans, Installment Loans, Student Loans, Child Support, Alimony etc.)

Creditor	Total Due	Monthly Terms
_____/_____	\$ _____/_____	\$ _____/_____
_____/_____	\$ _____/_____	\$ _____/_____
_____/_____	\$ _____/_____	\$ _____/_____
_____/_____	\$ _____/_____	\$ _____/_____
_____/_____	\$ _____/_____	\$ _____/_____
_____/_____	\$ _____/_____	\$ _____/_____
_____/_____	\$ _____/_____	\$ _____/_____
_____/_____	\$ _____/_____	\$ _____/_____
TOTAL:	\$ _____/_____	\$ _____/_____

Have you ever filed for bankruptcy? Yes No If yes, Discharge Date: _____

Do you have a suit for judgments against you? Yes No

Are you obligated to pay or receive child support or pay or receive alimony?

If so, indicate monthly payment: \$ _____

APPLICANT: Citizen of (Country): _____ Passport #: _____

Emergency Contact: _____ Relationship: _____

Address _____ Phone: _____

CO-APPLICANT: Citizen of (Country): _____ Passport #: _____

Emergency Contact: _____ Relationship: _____

Address _____ Phone: _____

LOCAL REFERENCES:

Name: _____ Relationship: _____

Address: _____ Phone: _____

Name: _____ Relationship: _____

Address: _____ Phone: _____

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THE FOLLOWING PARAGRAPHS ARE REQUIRED IN MONTGOMERY COUNTY, MARYLAND:

1. *In the event the Application is approved, but the Applicant **FAILS FOR ANY REASON TO SIGN A LEASE WITHIN THE TIME PROVIDED HEREIN**, then the Landlord/Agent **SHALL BE ENTITLED TO RETAIN ALL OR A PORTION OF THE APPLICATION FEE AND/OR RETAIN A PORTION OF THE DEPOSIT** as specified herein. The balance of the Application Fee and/or Deposit, if any, shall be returned to applicant within fifteen (15) days following the date of occupancy or of receipt of written communication, by either party to the other, of a decision that no tenancy shall occur. In the event the application is not approved and accepted by Landlord, the Application Fee and/or Deposit less that portion of the Application Fee actually expended by Landlord/Agent for a credit check or other expenses arising out of the Application shall be returned to the applicant within fifteen (15) days of such action. If Landlord/Agent requires from an Applicant any fees other than a security deposit in excess of \$25.00, Landlord/Agent shall return the fees subject to the provisions above or Landlord/Agent shall be liable to Applicant for twice the amount of the fees collected.*
2. *The provisions of the foregoing Paragraph 1 do not apply to any Landlord/Agent who offers four or less dwelling units for rent on one parcel of property, or at one location, or to seasonal or condominium rentals.*
3. *I certify that I have received and carefully examined a sample of the lease and any addenda. I agree that I shall apply for all utilities services before taking occupancy of the leased premises and agree to pay all utilities: **GAS, OIL, ELECTRICITY, WATER, SEWER, REFUSE**, where applicable, and will pay deposits therefore, if required. The applicant hereby waives any claim for damages for reason of non-acceptance of this application.*
4. *Should I sign a lease for the above-referenced property managed by Listing Broker/Landlord, I am prepared to deposit with the Listing Broker/Landlord a security deposit in an amount not to exceed the maximum security deposit permitted by law and in accordance with the risks to the property involved. I understand that the rate of interest on the security deposit will be as prescribed by Maryland Law. If a security deposit is required, I understand that I may make a written request to the Landlord/Agent within fifteen (15) days of the date of occupancy a list of all existing damages.*

ELECTRONIC SIGNATURES: In accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign (the Act), and other applicable local or state legislation regarding Electronic Signatures and Transactions, the applicant(s) do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this application and/or any future contracts or addenda. The applicants hereby agree that either party may sign electronically by utilizing a digital signature service.

Applicant: _____ / _____ Co-applicant: _____ / _____

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AUTHORIZATION TO RELEASE INFORMATION:

The undersigned applicant affirms under the penalties of perjury that I have read and understand pages 1 through 6 of this application and that my answers to the questions on this application are true and correct to the best of my personal knowledge, information and belief and that I have not knowingly withheld any fact or circumstance which would, if disclosed, affect my application unfavorably.

Upon demand made by Listing Broker/Landlord, at any time during the applicant's tenancy or thereafter, Listing Broker/Landlord is hereby authorized to release any information contained in this application to any consumer reporting agency, credit bureau, or other investigative agencies.

The Applicant hereby authorizes Listing Broker/Landlord to order and obtain a credit/consumer report. I hereby authorize the owner or owner's agent to whom this Application is made and any credit bureau or other investigative agency used by such owner or owner's agent to investigate and to report and disclose to the owner and the owner's agent the results of the references herein listed, statements and other data obtained from me or from any other person pertaining to **my credit, employment, rent history and financial responsibility**. In the event the Listing Broker is acting on behalf of the Landlord, another broker or other party directly or indirectly affected by said transaction, the applicant hereby authorizes the Listing Broker to forward and disclose all or any portion of the information contained in the credit/consumer report to the Landlord, another Broker or other party directly or indirectly involved. The applicant hereby releases Listing Broker/Landlord from any liability whatever for rejection of this application due to credit information or any other reason." After this application has been processed, the Landlord/Owner may be contacted for final approval. Applicant will be contacted when approval is received or denied.

I understand that this **APPLICATION DOES NOT CONSTITUTE A COMMITMENT** to lease or rent and that a **WRITTEN LEASE WILL BE PREPARED** if my application is approved. I further understand that the lease **MUST BE SIGNED BY THE LANDLORD AND/OR ITS AGENT AND MYSELF TO BE VALID**.

PRINT NAME: _____

APPLICANT SIGNATURE: _____ **Date:** _____

PRINT NAME: _____

CO-APPLICANT SIGNATURE: _____ **Date:** _____

Date: _____ Check: \$ _____ Cash: \$ _____

Leasing Broker: _____ Broker Code: _____

Address: _____ Phone: _____

Leasing Agent: _____ Phone: _____

License #/State: _____ / _____ MRIS # _____

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STATE OF MARYLAND
REAL ESTATE COMMISSION

Understanding Whom Real Estate Agents Represent

At the Time of the First Scheduled Face to Face Contact with You, the Real Estate Licensee Who is Assisting You is Required by Law to Provide this Notice to You. This Notice is Not a Contract or Agreement and Creates No Obligation on Your Part.

Before you decide to sell or buy or rent a home you need to consider the following information

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. That means that the Seller's agent may assist the buyer in purchasing the property, but his or her duty of loyalty is only to the sellers.

Cooperating Agent: A cooperating agent works for a real estate company different from the company for which the seller's agent works. The cooperating agent can assist a buyer in purchasing a property, but his or her duty of loyalty is only to the sellers.

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

Agents Who Represent the Buyer

Presumed Buyer's Agent (no written agreement): When a person goes to a real estate agent for assistance in finding a home to purchase, the agent is presumed to be representing the buyer and can show the buyer properties that are *NOT* listed by the agent's real estate company. A presumed buyer's agent may *not* make or prepare an offer or negotiate a sale for the buyer. The buyer does *not* have an obligation to pay anything to the presumed agent.

If for any reason the buyer does not want the agent to represent him or her as a presumed agent, either *initially* or *at any time*, the buyer can decline or terminate a presumed agency relationship simply by saying so.

Buyer's Agent (by written agreement): A buyer may enter into a written contract with a real estate agent which provides that the agent will represent the buyer in locating a property to buy. The agent is then known as the buyer's agent. That agent assists the buyer in evaluating properties and preparing offers, and negotiates in the best interests of the buyer. The agent's fee is paid according to the written agreement between the agent and the buyer. If you as a buyer wish to have an agent represent you, you must enter into a written buyer agency agreement before a contract offer can be prepared.

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, then the "dual agent" (the broker or the broker's designee) will 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 may provide the same services to their clients as exclusive seller's or buyer's agents, including advising their clients as to price and negotiation strategy, provided the clients have both consented to be represented by dual agency.

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 company. If the buyer's agreement is terminated, the buyer may choose to enter into a written buyer agency agreement with an agent from a different 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 cooperating agent 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 should be in writing and should explain the duties and obligations of both the broker and the agent. The agreement should explain how the broker and agent will be paid and any fee-sharing agreements with other brokers and agents.

>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 agent 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 agent may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6206.

We, the Sellers/Landlord Buyers/Tenants acknowledge receipt of a copy of this disclosure and

that Eagle Management LLC (firm name)

and Tim Knboloch (salesperson) are working as:

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

- seller/landlord's agent
- co-operating agent (representing seller/landlord)
- buyer's/tenant's agent
- intra-company agent/dual agent **(CHECK BOX ONLY IF CONSENT FOR DUAL AGENCY FORM HAS BEEN SIGNED)**

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

Name of Individual to whom disclosure made

Agent's Signature

(Date)