

## Application Agreement

The following Application Agreement will be agreed to by you and all co-applicants prior to signing a Lease. While some of the information below may not yet apply to your situation, there are some provisions that may become applicable prior to signing a Lease. In order to continue with this Application, you'll need to review the Application Agreement carefully and acknowledge that you accept the terms.

1. **Apartment Lease information.** The Lease contemplated by the parties will be the current NAA or TAA Lease. Special information and conditions must be explicitly noted on the Lease.
2. **Approval when Lease is signed in advance.** If you and all co-applicants have already signed the Lease when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of our approval, sign the Lease, and then credit the application deposit of all applicants toward the required security deposit.
3. **Approval when Lease isn't yet signed.** If you and all co-applicants have not signed the Lease 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 when you and all co-applicants have signed, and then credit the application deposit of all applicants toward the required security deposit.
4. **If you fail to sign Lease after approval.** Unless we authorize otherwise in writing, you and all co-applicants must sign the Lease within 3 days after we give you our approval in person, via email or by telephone or within 5 days after we mail you our approval. If you or any co-applicant fails to sign as required **your Application will be deemed withdrawn**, and we may keep the application fees, application deposit and administration fee as liquidated damages, and terminate all further obligations under this Agreement.
5. **If you withdraw before approval.** If you or any co-applicant withdraws an Application or notifies us that you've changed your mind about renting the dwelling unit prior to the application being approved or approved with conditions, we will refund the application deposit.
6. **Approval/non-approval.** If we do not approve your Application within 5 days after the date we received a completed Application, your Application will be considered "disapproved." Notification may be in person, via email or by mail, or by telephone unless you have requested that notification be by mail. You must not assume approval until you receive actual notice of approval. The 5-day time period may be changed only by a separate written agreement.
7. **Refund after non-approval.** If you or any co-applicant is disapproved or deemed disapproved under Paragraph 6, we'll refund the application deposit within 30 days of such disapproval. Refund checks may be made payable to all co-applicants and mailed to one applicant.
8. **NSF/Returned Payments.** If your application payments are returned for any reason before move-in, this will result in your application being denied regardless of approval status.
9. **Extension of deadlines.** If the deadline for approving or refunding under paragraphs 6 or 7 falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next business day.
10. **Keys or access devices.** We'll furnish keys and/or access devices only after: (1) all parties have signed the Lease and other rental documents referred to in the Lease; and (2) all applicable rents and security deposits have been paid in full; and (3) required liability insurance per company requirements are met.
11. **Application submission.** Submission of an Application does not guarantee approval or acceptance. It does not bind us to accept the applicant or to sign a Lease. Images on our website may represent a sample of a unit and may not reflect specific details of any unit. For information not found on our website regarding unit availability, unit characteristics, pricing or other questions, please call or visit our office.
12. **Notice to or from co-applicants.** Any notice we give you or your co-applicant is considered notice to all co-applicants; and any notice from you or your co-applicants is considered notice from all co-applicants.

## Privacy Policy for Personal Information of Rental Applicants and Residents

We are dedicated to protecting the privacy of your personal information, including your Social Security or other governmental identification numbers. We have adopted a privacy policy to help ensure that your information is kept secure. We follow all federal and state laws regarding the protection of your personal information.

**How information is collected.** You will be asked to furnish some of your personal information (such as your Social Security or other governmental identification numbers) at the time you apply to rent from us. This information will be on the rental application form or other document that you provide to us or to an apartment locator service, either on paper or electronically.

**How and when information is used.** We may use this information in the process of verifying statements made on your rental application, such as your rental, credit and employment history. We may use the information when reviewing any lease renewal. We may also use it to assist us in obtaining payment from you for any money you may owe us in the future.

**How the information is protected and who has access.** Only authorized persons have access to your Social Security or other governmental identification number. We keep all documents containing this information in a secure area, accessible only by authorized persons. We limit access to electronic versions of the information to authorized persons only.

**How the information is disposed of.** After we no longer need your Social Security or other governmental identification numbers, we will store or destroy the information in a manner that ensures that no unauthorized person will have access to it. Our disposal method may include physical destruction or obliteration of paper documents or electronic files containing such information.

**Locator services.** If you found us through a locator service, please be aware that locator services are independent contractors and are not employees of Lantower Luxury Living or this community—even though they may initially process rental applications and fill out lease forms. You should require any locator services you use to furnish you their privacy policies, as well.

**What if you don't have a Social Security number.** You will be asked to provide a social security number as part of the application process. If you cannot meet this requirement, and/or you are not a U.S. citizen, please contact the Community Manager for further assistance.

---

Applicant SignatureDate

---

Applicant SignatureDate

---

Owner RepresentativeDate