

Application for Rental Agreement

1. The lease agreement between the Lessor and Lessee(s) must be reviewed and approved by the Board of Directors of the 3 Chisolm Street Homeowners Association, Inc., hereinafter 'the Board,' before it can become effective.
2. At least one month before the effective date of the proposed lease, Lessor must submit to the Board this Application for Rental Agreement and a copy of the executed lease agreement.
3. Lessor represents that prior to the submission of this application he or she has provided the proposed Lessee(s) with copies of the 3 Chisolm Street Master Deed, By-Laws, Resident Guide and Rules and Regulations, including all appendices. Lessor and Lessee(s) agree that those documents and their appendices are hereby made part of both this Application for Rental Agreement and their lease agreement as though set out fully in each document. By signing this Application, each Lessee acknowledges that he or she has received and read those documents and will abide by them throughout the term of the lease. Lessee(s) further understand that the Board may amend or cause to be amended these documents from time to time and that, with notice to the Lessee(s), such amended documents shall become a part of this Application for Rental Agreement and their lease as though set out fully in each document.
4. Each Lessee further agrees to meet in person with one or more members of the board within 15 days of the submission of this application. If a face-to-face meeting is impractical, they may, at the Board's discretion, meet via a video conferencing platform or by telephone.
5. Lessor and Lessee(s) understand and agree that any non-compliance with 3 Chisolm Street Rules and Regulations by the Lessee(s) or by guests of the Lessee(s) is cause for eviction of the Lessee(s). After having received written notice from the Board of any such violation, the Lessor is responsible for the eviction of the Lessee(s) within a time period specified by the Board.
- 6a. Except for the Lessee(s), their children under the age of 18, or persons not otherwise legally competent included in the lease as occupants, no other person(s) may reside in the premises without the prior written consent of the Board.

- 6b. Any other person who resides on the premises for more than fourteen days during a calendar year will be considered a regular guest and as such must be identified to the Board and the property manager and must provide full contact details including the identification of his or her vehicle. This is strictly for purposes of security and so that he or she may be contacted in case of an emergency on the premises. Acknowledgement of the receipt of the contact information shall constitute Board's written consent to that guest's regular residency. For purposes of the Master Deed, a regular guest is in effect the second person residing in the unit and no other residents will be allowed, as mandated by the Master Deed [Limitation on Number and Use of Units, page 4, paragraph 4(iii)].
- 6c. If an owner allows his or her child or children to reside in a unit when the owner/parent is not in full time residence, the child or children shall be considered *de facto* tenants and shall be subject to all of the rules of tenancy contained herein including the completion of an application for tenancy and regardless of whether or not the child or children is/are actually paying rent to the owner/parent. If one child is occupying the unit, only one other person, who must also be listed on the application for tenancy and subject to the rules of tenancy, shall be allowed to reside in the unit, as mandated by the Master Deed [Limitation on Number and Use of Units, page 4, paragraph 4(iii)]. If two of the owners' children are to reside in the unit, no other residents will be allowed.
7. Under no circumstances are Lessee(s) or their guests permitted to have pets on the premises of 3 Chisolm Street.
8. Security Deposits:
- 8a. Upon approval of this application, Lessee(s) shall submit to the 3 Chisolm Street HOA, Inc. a security deposit of \$1,000.00 which will be held by the Association for the duration of the lease and which will serve to compensate the Association for any property damage, cleaning, and sundry repairs to the 3 Chisolm Common Elements or Limited Common Elements for which the Lessee(s) is responsible, and/or as payment of any amounts owed to the Association at the time the lease agreement between the Lessee(s) and Lessor is terminated or expires. After the Lessee(s) vacates the premises, Chisolm shall inspect the Chisolm Common Elements and Limited Common Elements to which Lessee(s) has had access and shall review its billing records to determine whether any sums are owed by Lessee(s). (NOTE: Any inspection of the leased premises other than Common Elements and Limited Common Elements and assessment of damages thereto is not the responsibility of the Association and is governed by the lease agreement between Lessor and Lessee(s).)

- 8b. The security deposit shall be mailed to the Lessee(s)--less funds withheld due to any conditions described in 8a. above—to the forwarding address provided by the Lessee(s) no earlier than fourteen (14) days nor later than thirty (30) days after Lessee(s) vacates the premises. If the amount assessed by the Association for damages or billing arrearages exceed the amount of the security deposit, the Lessor shall be responsible for the outstanding balance.
9. The minimum duration of any lease agreement between the Lessor and Lessee(s) is 60 days. If the lease is terminated for any reason prior to the expiration of the minimum term, the security deposit shall be forfeited in full.
10. Both the move into and the move out of 3 Chisolm Street shall be in accordance with procedure described on pages 6 and 7 of the 3 Chisolm Resident Guide.
11. This Application for Rental Agreement, when signed and fully executed, and the documents incorporated by reference herein, are expressly made part of the lease agreement between the Lessor and Lessee(s).
12. The Lessor/Owner is ultimately responsible and accountable for any and all damage, rule violations, and behavior of the Lessee(s) and any and all guests of the Lessee(s).
13. Nuisance Restriction. In addition to abiding by the 3 Chisolm Street Rules and Regulations:
- a) Lessee(s) must maintain order in the building in which the leased premises are located and on the entire 3 Chisolm property. They will not disturb or annoy or otherwise interfere with the right of Quiet Enjoyment of other residents. They will not allow their guests to disturb or annoy or otherwise interfere with the right of Quiet Enjoyment of other residents. Furthermore, neither Lessee(s) nor their guests will bring or keep anything in the leased premises, in the 3 Chisolm buildings, or on the 3 Chisolm grounds, which will obstruct or interfere with the right of Quiet Enjoyment of other residents.
 - b) Lessee(s) shall be responsible and accountable for the conduct and behavior of any guests visiting the premises.
 - c) Lessee(s) acknowledges that any visit by law enforcement personnel to the premises or other parts of the Chisolm property

in response to improper behavior by Lessee(s) or their guests on or about the 3 Chisolm property, may constitute cause for eviction and will be cause of forfeiture of the Security Deposit in its entirety.

14. Notification and Authorization for Background Inquiries. The signature of the Lessee(s) on this Application for Rental Agreement constitutes the authorization by Lessee(s) for Chisolm to complete background inquiries while considering whether to approve or disapprove the application. The Lessee(s) authorizes Chisolm to check credit records and state and national criminal history records both before and during tenancy. The Lessee(s) understands that these background inquiries will include, but will not be limited to, all available federal, state, and other agency reports. Chisolm will provide to the Lessee(s) with a copy of any such reports acquired.

15. Please furnish three (3) references for each potential Lessee. Local references are preferred but may not include that of the real estate agent handling the lease agreement between the Lessor and Lessee(s). Please attach any additional information that may be helpful in the consideration of this application by the Board.

Please furnish the name, address, and telephone number for each reference.

For Lessee #1:

1. _____

2. _____

3. _____

For Lessee #2:

1. _____

2. _____

3. _____

The signature of each party below indicates that each has read and fully understands and accepts rules and conditions stated in The Application for Rental Agreement. The undersigned agree to abide by all provisions of the Master Deed, By-Laws, Rules and Regulations, this Application for Rental Agreement, and all other policies and procedures of the 3 Chisolm Street Homeowners Association, Inc. as a condition of the lease agreement between the Lessor and Lessee(s).

Signed by Lessor/Owner:

_____ Date: _____

Signed by Lessee #1:

_____ Date: _____

Signed by Lessee #2:

_____ Date: _____

Submitted by: _____ Date: _____

For 3 Chisolm Office Use Only:

An Application for Rental Agreement between:

and _____

was received on _____ by the 3 Chisolm Street property manager with all required documents.

Interview Date: _____

Person(s) conducting the interview: _____

Person Interviewed: _____

Interview Date: _____

Person(s) conducting the interview: _____

Person Interviewed: _____

Board of Directors Action:

Note that the approval of at least three directors is required.

President: _____ Approve: ____ Disapprove: ____

Date: _____

Vice-President: _____ Approve: ____ Disapprove: ____

Date: _____

Sec/Treas: _____ Approve: _____ Disapprove: _____

Date: _____

Board Member: _____ Approve: _____ Disapprove: _____

Date: _____

Board Member: _____ Approve: _____ Disapprove: _____

Date: _____

The 3 Chisolm Street Homeowners Association, Inc., acting through its Board of Directors, has adopted the following application, rules and forms on the 18th day of August, 2021.