

To be completed by management:

PROPERTY: Yorktown Estates Apartments
 Address _____ Apt. No. _____ Landlord/Agent: Resident Services, Inc.
 Lease Term: _____ to _____ Move in date: _____ Address: 251 S. Yellowstone Drive
 Madison, WI 53705
 Phone: (608)-233-9533 Fax: (608)233-1011
 Monthly Rent: \$ _____ + Parking \$ _____ + Pet Fee: \$ _____ = \$ _____ Rental Agent: _____
 Earnest Money Deposit: \$ _____ Utilities Paid by Tenant: Heat YES Elect. YES Water/Sewer NO Softener Rental NO

NAME(S) OF ALL PERSONS TO OCCUPY APARTMENT: (Full legal names, including middle initials – no nicknames.)

| First Name | Middle Initial | Last Name | Date of Birth* | Social Security # | Driver's License # |
|------------|----------------|-----------|----------------|-------------------|--------------------|
| 1. _____ | _____ | _____ | _____ | _____ | _____ |
| 2. _____ | _____ | _____ | _____ | _____ | _____ |
| 3. _____ | _____ | _____ | _____ | _____ | _____ |
| 4. _____ | _____ | _____ | _____ | _____ | _____ |
| 5. _____ | _____ | _____ | _____ | _____ | _____ |
| 6. _____ | _____ | _____ | _____ | _____ | _____ |

How did you first learn of us? _____

HOUSING REFERENCES:

Present Address: _____ City _____ State _____ Phone _____ Rent _____ Zip _____
 Landlord: _____ Phone _____ Length of stay _____ Reason for leaving _____
 Previous Address: _____ City _____ State _____ Zip _____ Rent _____
 Landlord: _____ Phone _____ Length of stay _____ Reason for leaving _____

INCOME REFERENCES:

Employer (if applicable): _____ Position _____ How Long _____ Office Phone _____
 Supervisor: _____ Phone _____ Monthly Gross Income _____
 Employer (if applicable): _____ Position _____ How Long _____ Office Phone _____
 Supervisor: _____ Phone _____ Monthly Gross Income _____
 Other sources of Income (please explain) _____ Monthly Gross Income _____
 Do you have a Section 8 voucher? Yes _____ No _____
 Applicant's Monthly Gross Income _____ + _____ Total: _____

CREDIT REFERENCES: Resident Services, Inc. will request a credit report through a credit reporting agency.

DO YOU HAVE PETS?: Cat/s _____ If so, how many? _____ Dog _____ Breed _____ Lbs. _____

WRITTEN AUTHORIZATION REQUIRED FOR PETS, SEE RULES AND REGULATIONS.

VEHICLE/S: How many? _____ CERTAIN VEHICLES ARE RESTRICTED; SEE RULES AND REGULATIONS.

IN CASE OF EMERGENCY CONTACT:

Name: _____ Address _____ City _____ State _____
 Phone: _____ Relationship _____

Have you been convicted of an offense which must be reported under the Sex Offender Reporting Requirement in Wis. Stat. s. 973.048: Yes _____ No _____

Receipt of earnest money in the sum of \$ _____ is hereby acknowledged. The undersigned agree (s) that the landlord shall have up to twenty-one (21) calendar days from the acceptance of the earnest money deposit to approve or deny the rental application. This deposit is to be returned if this application is not approved. If approved this sum will be applied to the security deposit and/or first month's rent. At the time of entering into a rental agreement the applicant agrees to pay the balance of the security deposit, if any. If the applicant refuses to enter into a rental agreement after this application has been approved, actual costs and damages incurred will be deducted from the deposit. Deposits may be withheld as compensation for lost rent if the landlord makes reasonable efforts to mitigate the rental loss in accordance with 704.29 Wis. Statutes. The applicant consents to a routine inquiry of references and credit agencies and criminal background. This inquiry will provide information concerning the applicant's character, credit-worthiness and reliability. At applicant's request, landlord will advise if a credit report is requested and the name and address of the credit reporting agency. Applicant acknowledges receipt of a copy of this application with reverse side disclosures as part thereof which may be applicable. THIS APPLICATION IS SUBJECT TO THE APPROVAL OF THE LANDLORD OR AGENT. FALSE, INACCURATE, OR INCOMPLETE INFORMATION MAY RESULT IN THE REJECTION OF THIS APPLICATION. IF A MATERIAL MISREPRESENTATION IN THE APPLICATION IS DISCOVERED AFTER A LEASE IS EXECUTED, LANDLORD MAY TERMINATE THE TENANCY. *DATE OF BIRTH IS NECESSARY FOR BACKGROUND CHECKS AND WILL NOT BE USED IN ANY DISCRIMINATORY MANNER.

APPLICANT(S) SIGNATURE(S) _____ Date: _____
 _____ Date: _____

Do you wish to receive a written explanation of a denial of tenancy? _____ Yes _____ No

NOTICE: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at <http://offender.doc.state.wi.us/public/> or at 1-877-234-0085.

APPLICATION VERIFIED BY: _____ APPROVED BY: _____

LANDLORD DISCLOSURES AND REQUIREMENTS

Items one through ten are required of a landlord/agent by the State of Wisconsin and all items are required by the City of Madison prior to entering into a rental agreement with a tenant and/or prior to accepting earnest money or a security deposit. Other governmental jurisdictions may have additional laws and regulations that apply.

TENANT/APPLICANT ACKNOWLEDGES HAVING BEEN ADVISED:

1. A receipt for money collected has been given Tenant (see page 1).
2. That copies of the proposed lease and rules and regulations of the Landlord have been made available to Tenant for inspection.
3. Of the name and address of the person authorized to receive rent, manage and maintain the premises who can readily be contacted and an owner or agent with an address within the state authorized to receive and receipt for notices and demands and at which service of process can be made in person (see page 1).
4. Tenant has seven days after the beginning of tenancy to inspect the dwelling unit and notify Landlord of any damages or defects existing prior to the beginning of tenancy.
5. Of utility charges not included in the rent (see page 1).
6. Of the following uncorrected building and housing code violations, for which the Landlord has received notice from code enforcement authorities and which affect the entire premises (in the City of Madison) or, only the dwelling unit and common areas (State of Wisconsin):
None.
7. That the premises contain the following conditions adversely affecting habitability: None.
8. Within seven (7) days after the start of the tenancy, Tenant may request, in writing, that Landlord provide Tenant with a list of physical damages or defects, if any, charged to the previous tenant's security deposit.
9. Landlord promises to repair, clean, or improve the premises as follows by the completion dates noted: _____.
10. Security deposits may be withheld only for Tenant damage, waste or neglect of the premises or the nonpayment of rent, utility services or mobile home parking fees for which the Landlord becomes liable and other reasons specifically and separately negotiated and agreed to by the Tenant in writing other than in form provision.

THE FOLLOWING APPLY TO THE CITY OF MADISON ONLY

11. That a copy of notice of eligibility for rent abatement, if any which affects the rental unit or common areas has been provided to the tenant.
12. That the occupancy limit imposed on the dwelling unit is see attached.
13. That the zoning district in which the dwelling unit is located is _____.
14. That the definition of "family" pursuant to 28.03(2), Madison General Ordinances is as follows: "A family is an individual or two or more persons related by blood, marriage, or legal adoption living together as a single housekeeping unit in a dwelling unit, including foster children, and not more than four (4) roomers except that the term "family" shall not in R1, R2, R3, R4A and R4L residence districts include more than one roomer except where such a dwelling unit is owner occupied. In any residential district a family may consist of two adults and the minor children of each. Such a family may not include any roomers except when the dwelling is owner occupied. For the purpose of this section "children" means natural children, grandchildren, legally adopted children, stepchildren, foster children, or a ward as determined in a legal guardianship proceeding. Up to two (2) personal attendants who provide services for family members or roomers who, because of advanced age or a physical or mental disability, need assistance with activities or daily living shall be considered part of the "family". Such services may include personal care, housekeeping, meal preparation, laundry or companionship."
15. That the off-street parking requirements of the dwelling unit pursuant to 28.11 Madison Ordinances is at least one (1) except in the "central area" as per section 28.07(1)(g) of the Madison Ordinances.
16. Disclosure of an applicant's Social Security Number (SSN) is voluntary, and housing may not be denied solely on the applicant's decision to withhold their SSN.
17. Within thirty (30) days, you may submit a written request to the Landlord to view the photographs maintained by the Landlord which document the physical damages or defects that were charged to the security deposit of the previous tenant(s).

Yorktown Estates
Criteria for Acceptance of Rental Application

We are an equal opportunity housing provider. We fully comply with the Federal Fair Housing Act. We do not discriminate against any person because of race, color, religion, sex, handicap, familial status or national origin. We also comply with all state and local fair housing laws.

1. Apartment Availability Policy. We update our list of available apartments as each becomes available. Therefore, an apartment that was unavailable in the morning may become available later that same day.

2. City of Madison, Chapter 28 - Zoning Restrictions

R3 Single family and two family residence district, requiring 4,000 square feet of lot per dwelling area.

R4 Light density multifamily dwelling, allows apartments up to 8 units and requires 2,000 square feet of land per dwelling unit.

SIP Individual zoning district.

3. Occupancy Guidelines. To prevent overcrowding and undue stress and wear and tear on the structure and its mechanical systems, we restrict the number of people who may reside in an apartment. In determining these restrictions, we adhere to applicable fair housing laws as well as municipal zoning codes.

Maximum limits are as follows:

| | |
|-----------------------------|---|
| Efficiency: | 2 individuals maximum |
| 1 bedroom: | 2 individuals maximum |
| 1 bedroom with den: | Not to exceed 3 individuals with 2 adults maximum |
| 2 bedroom: | Not to exceed 4 individuals with 2 adults maximum |
| 2 bedroom plus den or loft: | Not to exceed 5 individuals with 2 adults maximum |
| 3 bedroom: | Not to exceed 6 individuals with 3 adults maximum |

Occupancy of any dwelling is restricted to those persons named on the application and rental agreement. Resident Services, Inc. reserves the right to require identification if we question whether or not a person named on the application is an adult or minor.

4. Application Process. We evaluate every apartment application in the following manner. You must submit a rental application and earnest money deposit and answer all questions on the form. We will pre-qualify your application based on the information you provide. If you do not qualify, your application will be denied and your earnest money will be refunded. If you pre-qualify, we will continue to screen your application by checking your credit history, and verifying the remaining information to confirm it meets our criteria. The verification/approval process usually takes one to two business days, provided we are able to obtain all necessary verifications in a timely manner. We will rent available apartments to applicants in the order that their applications are approved.

5. Rental Criteria. To qualify for an apartment with Resident Services, Inc., you must meet the following criteria:

a. Income. Our minimum monthly income standard is three times the monthly rent. You must provide proof of your ability to pay the rental amount. To verify the source and amount of your income we may review one or all of the following: employment references, bank statements, tax returns, or other legal documents.

All legal income sources will be recognized, other than funds received from private third parties. If we deny your application solely on your inability to meet the minimum income requirement, we will notify you of that fact by the end of the third business day (or up to 21 calendar days if agreed to in writing) after we receive your application and deposit. Your application will be reconsidered if you can demonstrate your actual ability to pay a comparable income-to-rent ratio. The specific information required is listed in **Section K**.

b. Rental History. You must have satisfactory rental references from at least two prior landlords—your most recent landlords. If you have ever been evicted or sued for a lease violation, your application will be denied, regardless of the fulfillment of other criteria. Eviction records are checked in compliance with the Fair Credit Reporting Act (FCRA). The following incidents will result in the denial of your application:

- Rent or damages owed to a landlord in excess of security deposit
- Unauthorized pets or roommates
- Pattern of late payments
- Pattern of complaints or police calls against applicant as tenant
- Concurrent lease in effect elsewhere without approved sub-lease, unless applicant demonstrates ability to pay rent for both leases

c. Credit history. Your credit record must currently be satisfactory. If your credit history shows any unpaid debts, your application will be denied. Negative credit listings over 4 years old will not apply. Collections and/or negative reports within the past 4 years must show proof of a payment plan and timely payments for a minimum of 6 months, or written proof of full payment of the debt(s) from the creditor. When a negative credit history exists, applicant's credit report must show a consistent favorable credit history has been established subsequent to the negative listings.

d. Criminal background. Criminal background records are checked in compliance with the Fair Credit Reporting Act (FCRA). If the circumstances of the offense bear a substantial relationship to tenancy, AND less than two years have elapsed since the applicant or member of applicant's household was placed on probation, paroled, released from incarceration, or paid a fine, your application will be denied. These offences may include, but are not limited to:

- Disorderly conduct involving disturbance of neighbors and/or destruction of property
- At least two or more civil ordinance violation (forfeiture) convictions within a twelve (12)month period for violations relating to disturbance of neighbors or injury to persons or property.

Yorktown Estates
Criteria for Acceptance of Rental Application

d. Criminal background, continued:

- Criminal activity involving violence to or destruction of property, such as arson, vandalism, theft, burglary, criminal trespass to a dwelling.
- At least two or more misdemeanor drug-related convictions related to the manufacture, delivery or sale of a controlled substance or any drug-related felonious criminal activity.
- Criminal activity involving violence to persons such as murder, child abuse, sexual assault, assault with a deadly weapon.
- Registry on the Sexual Offenders Registry of Wisconsin. (2-year limitation does not apply.)

e. Earnest money deposit. Full payment of the earnest money deposit must be made at the time the rental application is submitted for verification. If your application is denied, the deposit will be returned to you. If your application is accepted, the earnest money will be applied to the security deposit, which will be retained on account by the landlord during your tenancy.

f. Pets. No pets are allowed unless authorized in writing by Landlord. A written pet lease must be signed by both parties.

g. Guarantor(s). If the applicant is unable to fulfill the income requirement, provide housing references, and/or has no credit report on file, the lease may be guaranteed by a qualified third party who resides in the United States, at the sole discretion of the landlord. For additional information about guarantors, please refer to **Section K**, below.

h. Reserving apartment. We will attempt to verify the information on your application immediately upon receipt. If we encounter delays beyond our control in verifying your application due to lack of verifiable information, inability to contact references, or unresolved credit report inaccuracies, we will continue to show the apartment to other qualified prospects. The first application fulfilling our criteria will be approved. We will not reserve the apartment for you or remove the apartment from our availability list until all application criteria are satisfactorily fulfilled.

i. Rescinding/approving the application. Lease signing. We will notify you when your application is approved. You may rescind your application prior to our notifying you of its approval. If you fail to enter into a lease agreement after your application has been approved, we may retain up to 100% of your earnest money deposit. We will retain the deposit to the extent of actual costs incurred by your failure to enter into a lease and the removal of the apartment from our availability list while it was being reserved for you. Once your application is approved, we will require you to sign the lease and related paperwork as soon as possible. Once you sign the lease, you are legally bound to fulfill its terms.

j. Vehicles. Residents are permitted a maximum of two operable, licensed vehicles per apartment. All vehicles must be registered with the management office. No recreational vehicles (boats, campers, snowmobiles, jet-skis, or similar vehicles) may be kept or stored on the premises, either in the garage or in any of the parking lots. No commercial type vehicles are allowed on the premises, including panel trucks, semi-tractors/trailers, except those belonging to contractors hired by the landlord. "Junk" or unsightly vehicles are prohibited, at the discretion of the landlord.

k. Miscellaneous. All residents must abide by reasonable guidelines and policies set forth in the resident handbook. Policies may be revised during your tenancy upon prior notification.

l. Inability to meet minimum income requirement. This section applies only if your monthly income is less than three times the monthly rent **AND** we are denying your application solely for this reason.

We will notify you in writing if your application is denied because you do not meet the minimum income requirement. We will give this notice by the end of the third business day after receiving your application and earnest money (or up to 21 calendar days after receiving your application if you agree to a later date in writing.)

Your application will be reconsidered if:

1. The unit you applied for is still available or if there is another unit available that you wish to rent.
2. You furnish evidence (as detailed below) of your actual ability to pay the rental amount. In the absence of your meeting the minimum income standard we will accept the following as proof of your ability to pay the rental amount:

Rental references:

- a.) Written references showing you paid a similar rental amount for the past 24 months to a rental housing provider not related to you; **AND/OR**
- b.) Prior leases for the past 24 months along with cancelled rent checks or receipts for the past 24 months; **AND**

Previous Income Information:

- c.) Written employment references for the previous 24 months from employer(s) not related to you showing you were paid a similar amount as your current income; **AND/OR**
- d.) Proof of governmental assistance (e.g. SSI) or other legal source of income (e.g. child support, maintenance, etc.) for the past 24 months showing you were receiving a similar amount; **AND/OR**
- e.) Pay stubs for the past 24 months showing you were paid a similar amount; **OR**
- f.) Tax returns from the past 2 years showing you were paid similar amount; **AND**
- g.) Any expenses that you have incurred or will incur over the rental period which you did not have in the previous 24 months. **AND**

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Current Income Information:

- a.) A statement from your current employer that you will continue to be paid the same amount for the coming year that you were paid for the last 24 months; **AND/OR**
- b.) Proof of governmental assistance (i.e. SSI) or other legal source of income (i.e. child support, maintenance, etc.) showing you will continue to be paid the same amount for the coming year that you were paid for the last 24 months.
- c.) If rent will be paid by a private third party (guarantor), that party must pass the same application and screening process that you pass, except that we will deduct the guarantor's own housing costs before guarantor's income to our standard.

If you fail to provide the necessary evidence of your ability to pay a comparable income-to-rent ratio within 21 days of the date of this notice, your application for tenancy will be null and void. Should you obtain the necessary evidence after that time, you will be required to submit a new rental application and earnest money deposit.