

## COMMERCIAL APPLICATION FOR TENANCY

Agent \_\_\_\_\_

1. This application pertains to the property located at \_\_\_\_\_
2. The term of the proposed Lease Contract shall be from \_\_\_\_\_ to \_\_\_\_\_

Before this Application will be processed, the Application will be required to pay in FULL the security deposit required for the respective property in the amount of \$ \_\_\_\_\_ in addition to a non-refundable \$50.00 Application fee per adult applicant including Guarantors, if any.

BOTH amounts must be paid in cash, cashier's check, money order or the equivalent at the time of submittal of this Application. The first month's rent will be paid in certified funds only. (NO PERSONAL OR BUSINESS CHECKS ACCEPTED for the first rental payment!!!!)

3. Applicant acknowledges that rent due shall be in the amount of \$ \_\_\_\_\_ /month however, Tenant shall be entitled to a \$50.00 discount in the rent due therefore reducing the rent to \$ \_\_\_\_\_ /month, for any month in which the rent is received by the Landlord or Landlord's Agent on or before 5:00 P.M. on the due date and Tenant is not in default under the terms of the lease. A late charge of \$5.00/day shall be assessed from and after the date until all sums due are received in full. (ONLINE PAYMENTS ARE NOT AVAILABLE ANYTIME DURING THE ENTIRE DURATION OF THE LEASE).

4. Rejection of this Application by Landlord or Landlord's Agent, after full compliance of this Applications terms and conditions by Applicant, shall entitle Applicant to a full refund of the security deposit only, but not the Application fee(s). **ALL REFUNDS WILL BE BY CHECK ONLY!!!!**

5. Applicant hereby agrees that if this Application is accepted and approved by Landlord or Landlord's Agent that Applicant must execute the Lease Contract proposed by Landlord or Landlord's Agent within 5 days of the date of this Applications acceptance or as otherwise requested by Landlord or Landlord's Agent or be subject to forfeiture of all deposits and rejection of application by Landlord.

6. Applicant acknowledges that he/she is fully aware and fully accepts all the terms and conditions of the proposed Lease Contract to be executed by Applicant. Applicant further acknowledges that a copy of the proposed Lease Contract, Agency Disclosure, Missouri Broker Disclosure Form and Terry Flood Real Estate Rental Leasing Policy manual were available to Applicant at the office of Terry W. Flood Real Estate Company prior to and upon submission of this Application. Applicant acknowledges Terry W. Flood R. E. Co. is acting as agent for Landlord.

7. Applicant acknowledges that he/she has physically viewed and inspected the subject property prior to submittal of this Application and that any requirements of Landlord are clearly stated herein.

8. Applicant grants permission to Landlord or Landlord's Agent to obtain a credit report, to verify landlord references, employment, income and other information contained herein.

9. Applicant agrees to provide any reasonably necessary documentation, phone numbers, addressed, and other information determined necessary to verify and validate the information contained herein. Applicant's refusal to cooperate or provide same or to comply with the intent of this application, including the physical inspection of Applicants current residence, shall be considered default under this application and therefore forfeiture of Applicant's deposit.

10. **Applicant may not withdraw this Application after submittal without forfeiture of security deposit.**

11. Applicant hereby acknowledges that Landlord is relying on the information provided herein to be correct and accurate to the best of their knowledge.

12. **Applicant's failure to comply with any of the terms, conditions, requirements and/or intent of this Application shall cause Applicant's forfeiture of the security deposit paid herewith and rejection of the applicant.**

13. This Application does not guarantee the Applicant of acceptance. In the event Applications from other Applicants are submitted prior to the acceptance or rejection of this Application, then all Applications received will be considered until one is accepted.

14. Applicant acknowledges that this Brokerage and its Agents are acting as Agents for the Landlord and not as Agents for the Tenant unless otherwise agreed to in writing with Tenant. Applicant acknowledges receipt of the Missouri Broker Disclosure Form.

15. THIS APPLICATION MUST BE SIGNED BY ONE OR MORE OF THE APPLICANTS OR THEIR REPRESENTATIVES TO BECOME EFFECTIVE. HOWEVER, ABSENCE OF SIGNATURES OF ALL APPLICANTS SHALL NOT VOID THIS AGREEMENT OR ITS TERMS, CONDITIONS, AND INTENT. EQUAL HOUSING OPPORTUNITY.

16. **There shall be no smoking of ANY products inside the dwelling at any time.** Any lease term less than one year requires tenant to be responsible for any expenses pertaining to re-painting and other maintenance charges necessary to prepare the property to be re-leased that are not normally incurred by landlord during the term of a one-year lease. The minimum limits of such insurance shall be One Million Dollars (\$1,000,000.00) for injury (or death) to any one person, One Million Dollars (\$1,000,000.00) for injury (or death) to any two (2) or more persons, and Two Hundred Thousand Dollars (\$200,000.00) with respect to property damage or loss.

BY SIGNING THIS APPLICATION, THE APPLICANT RECOGNIZES THE LANDLORD OR HIS AGENT MAY INVESTIGATE THE INFORMATION SUPPLIED BY APPLICANT.

Applicant \_\_\_\_\_

Date \_\_\_\_\_

Applicant \_\_\_\_\_

Date \_\_\_\_\_

# COMMERCIAL APPLICATION FOR TENANCY

Desired Date of Occupancy: \_\_\_\_\_

Today's Date: \_\_\_\_\_

NAME: \_\_\_\_\_  
PRESENT ADDRESS: \_\_\_\_\_  
CITY&ZIP CODE: \_\_\_\_\_  
SOCIAL SECURITY #: \_\_\_\_\_

MARITAL STATUS: Married(  ) Divorced(  )  
Separated(  ) Single(  ) Widowed(  )  
DATE OF BIRTH: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

SPOUSE'S NAME: \_\_\_\_\_  
SOCIAL SECURITY #: \_\_\_\_\_

MAIDEN NAME: \_\_\_\_\_  
DATE OF BIRTH: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

## Resident History:

PRESENT LANDLORD: \_\_\_\_\_ HOW LONG? \_\_\_\_\_ RENT PAYMENT: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_ REASON FOR LEAVING: \_\_\_\_\_

PREVIOUS LANDLORD: \_\_\_\_\_ PREVIOUS ADDRESS: \_\_\_\_\_  
CITY, STATE & ZIP CODE: \_\_\_\_\_ RENT PYMT: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_ HOW LONG? \_\_\_\_\_

## Commercial Leasing History:

PRESENT COMMERCIAL LANDLORD: \_\_\_\_\_ HOW LONG? \_\_\_\_\_  
RENT PAYMENT: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_  
REASON FOR LEAVING: \_\_\_\_\_

PREVIOUS COMMERCIAL LANDLORD: \_\_\_\_\_ PREVIOUS ADDRESS: \_\_\_\_\_  
CITY, STATE & ZIP CODE: \_\_\_\_\_ RENT PYMT: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_ HOW LONG? \_\_\_\_\_

## Employment History:

CURRENT EMPLOYER: \_\_\_\_\_ POSITION: \_\_\_\_\_ SALARY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ HOW LONG? \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

PREVIOUS EMPLOYER: \_\_\_\_\_ POSITION: \_\_\_\_\_ SALARY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ HOW LONG? \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

## Spouse's Employment History:

CURRENT EMPLOYER: \_\_\_\_\_ POSITION: \_\_\_\_\_ SALARY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ HOW LONG? \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

PREVIOUS EMPLOYER: \_\_\_\_\_ POSITION: \_\_\_\_\_ SALARY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ HOW LONG? \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

<u>Bank Name</u>	<u>Type of Account</u>	<u>Account #</u>	<u>Approximate Balance</u>
1.) _____	_____	_____	_____
2.) _____	_____	_____	_____

BY SIGNING THIS APPLICATION, THE APPLICANT RECOGNIZES THE LANDLORD OR HIS AGENT MAY INVESTIGATE THE INFORMATION SUPPLIED BY APPLICANT.

X \_\_\_\_\_  
APPLICANT DATE: \_\_\_\_\_

X \_\_\_\_\_  
APPLICANT DATE: \_\_\_\_\_

## \*OFFICE USE ONLY\*

SECURITY DEPOSIT:\$ \_\_\_\_\_  
PET DEPOSIT: \$ \_\_\_\_\_  
CREDIT CHECK FEE:\$ \_\_\_\_\_

DATE PAID: \_\_\_\_\_  
DATE PAID: \_\_\_\_\_  
DATE PAID: \_\_\_\_\_

## **ADDITIONAL INFORMATION REQUIRED**

**Please answer all questions. If something does not apply, write in N/A.**

**IN CASE OF EMERGENCY, NOTIFY:** \_\_\_\_\_  
What relationship? \_\_\_\_\_ Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

**Character Reference (Not a family member):**

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

### Any Other Income Source?

**Do You Own Real Estate?      If yes, please complete the following:**

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

Amount of Mortgage: \_\_\_\_\_ Approximate Balance: \_\_\_\_\_ Monthly Payment: \_\_\_\_\_

**OTHER ASSETS?** (Stocks, Bonds, Equity in Life Insurance, Etc.): \_\_\_\_\_

**MONTHLY OBLIGATIONS, other than utility bills? (Credit Cards, Car Payment, Student Loans, Etc.):**

Who/What	Approx Balance	Monthly Payment

**Have you ever filed for a divorce?** \_\_\_\_\_ **Do you pay child support?** \_\_\_\_\_ **If yes, Amount:** \_\_\_\_\_

**Do you receive child support? \_\_\_\_\_ If yes, Amount: \_\_\_\_\_ If yes, is collection enforced through  
The courts? \_\_\_\_\_**

**Have you ever filed bankruptcy?** \_\_\_\_\_ **If yes, Date Filed:** \_\_\_\_\_ **Chapter 7 or 13?** \_\_\_\_\_

**Have you ever been evicted or broken a lease? If yes, please explain in detail:**

**Have you ever been convicted or found guilty of any criminal offenses other than minor traffic violations? \_\_\_\_\_**  
**If yes, please explain: \_\_\_\_\_**

**OTHER PERTINENT COMMENTS OR INFORMATION?**

Missouri laws require that if you want representation, you must enter into a written agreement. This may or may not require you to pay the agent. Agency agreements vary and you may also want to consider an exclusive or nonexclusive type of relationship. If you choose not to be represented by an agent, the agent working with you is representing the other side of the transaction.

### Other Agency Relationships

Missouri law does not prohibit written agency agreements which provide for duties exceeding that of a limited agent described in this pamphlet

This brokerage authorizes the following relationships:

- Seller's Limited Agent
- Landlord's Limited Agent
- Buyer's Limited Agent
- Tenant's Limited Agent
- Sub-Agent
- Disclosed Dual Agent
- Designated Agent
- Transaction Broker
- Other Agency Relationship



This disclosure is to enable you, a prospective buyer, seller, tenant or landlord of real estate, to make an informed choice BEFORE working with a real estate licensee.

Missouri law allows licensees to work for the interest of one or both of the parties to the transaction. The law also allows the licensee to work in a neutral position. How the licensee works depends on the type of brokerage service agreements involved. Since the sale or lease of real estate can involve several licensees, it is important that you understand what options are available to you regarding representation and to understand the relationships among the parties to any transaction in which you are involved.

TERRY W. FLOOD REAL ESTATE CO  
5545 N. OAK TRAFFICWAY, SUITE 4  
KANSAS CITY, MO 64118

If you choose not to be represented by an agent, the licensee working with you may be working for the other party to the transaction.

Prescribed by the Missouri Real Estate Commission as of January, 2005

X

Date

X

Date

## MISSOURI BROKER DISCLOSURE FORM

## CHOICES AVAILABLE TO YOU IN MISSOURI

<b>Seller's or Landlord's Limited Agent</b>	<b>Designated Agent</b>
<p>Duty to perform the terms of the written agreement made with the seller or landlord, <i>to exercise reasonable skill and care for the seller or landlord, and to promote the interests of the seller or landlord</i> with the utmost good faith, loyalty and fidelity in the sale, lease, or management of property.</p>	<p>Information given by the buyer/tenant to a licensee acting as a Seller's or Landlord's Limited Agent will be disclosed to the seller/landlord.</p>
<p>Duty to perform the terms of the written agreement made with the buyer or tenant, <i>to exercise reasonable skill and care for the buyer or tenant and to promote the interests of the buyer or tenant</i> with the utmost good faith, loyalty and fidelity in the purchase or lease of property.</p>	<p>Information given by the seller/landlord to a licensee acting as a Buyer's or Tenant's Limited Agent will be disclosed to the buyer/tenant.</p>
<p><b>Sub-Agent</b> (Agent of the Agent)</p> <p>Owes the same obligations and responsibilities as the Seller's or Landlord's Limited Agent, or Buyer's or Tenant's Limited Agent.</p>	<p><b>Transaction Broker</b></p> <p>Does not represent either party, therefore, does not advocate the interest of either party.</p> <p>A transaction broker is responsible for performing the following:</p> <ul style="list-style-type: none"> <li>• Protect the confidences of both parties</li> <li>• Exercise reasonable skill and care</li> <li>• Present all written offers in a timely manner</li> <li>• Keep the parties fully informed</li> <li>• Account for all money and property received</li> <li>• Assist the parties in complying with the terms and conditions of the contract</li> <li>• Disclose to each party of the transaction any adverse material facts known by the licensee</li> <li>• Suggest that the parties obtain expert advice.</li> </ul>
<p><b>Disclosed Dual Agent</b></p> <p>With the written consent of all parties, represents both the seller and the buyer or the landlord and the tenant.</p> <p><i>A Disclosed Dual Agent may disclose any information to either party that the licensee gains that is material to the transaction.</i></p> <p>A dual agent may not disclose information that is considered confidential, such as:</p> <ul style="list-style-type: none"> <li>• Buyer/Tenant will pay more than the purchase or lease price</li> <li>• Seller/Landlord will accept less than the asking or lease price</li> <li>• Motivating factors of the parties</li> <li>• Seller/Buyer will accept financing terms other than those offered.</li> </ul> <p>A transaction broker has no duty to:</p> <ul style="list-style-type: none"> <li>• conduct an independent inspection of, or discover any defects in, the property for the benefit of either party</li> <li>• conduct an independent investigation of the buyer's financial condition.</li> </ul>	<p>There are two exceptions with both resulting in dual agency:</p> <ol style="list-style-type: none"> <li>1. The agent representing you as a buyer or tenant is also the agent who listed the property you may want to buy or lease.</li> <li>2. The supervising broker or two designated agents becomes involved in the transaction.</li> </ol>

## Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

# Protect Your Family From Lead In Your Home

Many houses and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead paint is not taken care of properly. By 1995, landlords will require that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS will have to disclose known information on lead-based paint hazards before leases take effect. Leases will include a federal form about lead-based paint.

SELLERS will have to disclose known information on lead-based paint hazards before selling a house. Sales contracts will include a federal form about lead-based paint in the building. Buyers will have up to 10 days to check for lead hazards.

RENOVATORS will have to give you this pamphlet before starting work.

IF YOU WANT MORE INFORMATION on these requirements, call the National Lead Information Clearinghouse at 1-800-424-LEAD.



United States  
Environmental Protection  
Agency

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I (we) acknowledge the existence of possible health hazards due to the presence of lead paint in having built prior to 1978 and the availability of a pamphlet provided by the U.S. Environmental Protection Agency entitled, "Protect Your Family from Lead in Your Home."

Applicant

Date

