

CONDITIONS RELEVANT TO MAKING AN APPLICATION AND OFFER

- 18. The amounts referred to in Items 9 to 17 are payable upon the Applicant signing the Lease and/or prior to taking possession of the Premises
- 19. The Applicant will not be entitled to occupation of the Premises until:
 - (i) vacant possession is provided by the current occupant of the Premises:
 - (ii) the Lease is signed by the Applicant: and
 - (iii) the payment of all monies due to be paid by the Applicant being paid by the Applicant prior to occupation of the Premises
- 20. The persons comprising the Applicant are not bankrupt and they each declare that all of the information supplied in the Applicants Particulars are true and correct and are not misleading in any way.
- 21. The Applicant acknowledges having inspected the Premises and if the Option is exercised, will accept possession of the Premises in the condition as at the date of inspection
- 22. Upon the exercise of the option by the Applicant, the Applicant will execute the lease. The Lease shall be the "Capricorn Standard Residential Property Lease" including any special conditions included and/or attached to this Application and the payment of all monies referred to in items 9 – 17.
- 23. The Applicant agrees to pay the rent one period in advance except for the first two weeks rent, pursuant to Section 27 of the *Residential Tenancies Act 1987*. Rental payments can be paid through RENTAL REWARDS or by Bank cheque. We do not accept cash in this office.
- 24. The Applicant acknowledges that they are responsible for their own contents. The Applicant should arrange their own insurance to cover their own contents and determine if the insurer covers damage to the Premises caused by a water bed or the escape of water from a waterbed.
- 25. The Applicant acknowledges and agrees that the Owner will carry out all inspections of the Premises between normal business hours.
- 26. All acts and things which the Owner is required or empowered to do may be done by the Lessor or their appointed Managing Agent. Notices to the Owner must be served on the Managing Agent unless otherwise directed by the Owner.
- 27. The Applicant makes this Application and Offer jointly and severally. Service of any notice to any one Applicant shall be deemed to be service on them all.

PRIVACY

The Applicant.....

- 28. agrees that for the purpose of this Application, the Owner/Managing Agent may make enquiries of the persons given as referees by the Applicant, and also make enquiries of such other persons or agencies as the Owner may see fit.
- 29. The personal information the prospective tenant provides in this application or collected from other sources is necessary for the Agent to verify the Applicants identity, to process and evaluate the application and to manage the tenancy. Personal information collected about the Applicant in this application and during the course of the tenancy if the application is successful may be disclosed for the purpose for which it was collected from other parties including to the Landlord, referees, other agents and third party operators of tenancy reference databases. Information already held on tenancy reference databases may also be disclosed to the agent and/or landlord. If the Applicant enters into a Residential Tenancy Agreement, and if the Applicant fails to comply with their obligations under that agreement, that fact and other relevant personal information collected about the Applicant during the course of the tenancy may also be disclosed to the landlord, third party operators of tenancy reference databases and/or other agents.

If the Applicant would like to access the personal information the Agent holds, they can do so by contacting

Amanda Kerr at Capricorn Property Management 1300 826 560

The Applicant can also correct this information if it is inaccurate, incomplete or out-of-date.

If the information is not provided, the Agent may not be able to process the application and manage the tenancy.

...../...../.../...../.../...../...

OFFER OF OPTION TO OWNER

- 30. The applicant offers to the Owner an Option to lease the Premises. The Option to lease is created by the Owners notification to the Applicant whether in writing or not that the Application and Offer is accepted by the Owner. The Option Fee payable with this Application and Offer, shall be the amount referred to in item 7. The period of the Option shall commence from and include the date of the acceptance of the Application by the Owner and continues for the number of business days referred to in item 8, or if none, then by 4pm two business days after the acceptance of the Application and Offer.
- 31. The Option is exercised by the Applicant either:
 - (i) executing the Lease: or
 - (ii) taking possessions of the Property with Owner's consent; or
 - (iii) giving a notice in writing to the Owner exercising the option;
 Which ever occurs first
- 32. If the Option is exercised by the Applicant, then the Option Fee paid is credited to the rental payable to the Lease. If not exercised, then the Option Fee is the property of the Owner pursuant to section 27(2)(a) of the Residential Tenancy Act 1987.
- 33. The Applicant encloses with this Application an Option Fee for the sum referred to in item 7. It is agreed that the acceptance of this Application is subject to the approval of the Owner and the Owner's absolute discretion. The Applicant UNDERSTANDS THAT WITHDRAWAL AFTER ACCEPTANCE OF THE APPLICATION AND OFFER WILL RESULT IN FORFEITURE OF THE OPTION FEE.

[.....] initials

Premises

Owner

Applicant

Current Managing Agent/Owner report including details of any breaches

Previous Managing Agent/Owner report including details of any breaches

Pets : Yes / No Type and Number of Pets

Gardens comments

Pool/spa comments

Tenancy Database.....

If Applicant(s) is a new resident two work references from:

Copies Sighted/...../.....

Employer Phoned/...../..... Spoke to

Occupation confirmed temporary part-time permanent

Applicants(s) employed since/...../.....

Applicant(s) accepted by/...../.....

Reference check

Owner's Comments

Date of Owner's Approval/Rejection

Date Option granted to Applicant Date Option expires

EXPLANATION RESIDENTIAL TENANCY APPLICATIONS

Only Complete an application and pay the option fee if you are sure that you want to enter into a lease with the owner for the particular premises, or hold the premises for a period.

The Owner of the premises is attempting to locate the most suitable tenant, that is a tenant who pays the rent on time and takes good care of the premises.

To enable the owner of the premises to determine in their opinion, who is the most suitable applicant, the managing agent requires some background information regarding previous premises that you have leased, and information on how you will pay the rent.

The Form "STANDARD APPLICATION AND OFFER OF OPTION TO LEASE RESIDENTIAL PROPERTY" is not the lease.

The purpose of this form is:

Firstly, to inform the owner of your details, and your requirements for the lease. For example, if you wish to have pets at the premises.

Secondly, to inform you of the money that is required to be paid prior to taking possession of the premises. For example, the value of the security bond, the initial rent payment and the letting fee

Thirdly, to make you aware of conditions associated with making the application. For example, if your application is accepted, when you can take possession.

Fourthly, to create an option to take the premises. If the owner accepts your application, then the owner give you the option to take up a lease. Unless otherwise agreed, you will have two business days from the time when the owner's agent informs you that your application has been approved in which to make a final decision if you want to enter into a lease. This is a holding period. If you enter into the lease, then the option fee will be credited to the rent payable. If you decline the opportunity to enter into the lease during the option period, then the owner will keep the option fee.

Summary

Your action:

1. Complete application
2. Submit application with the option fee
3. Submit a copy of your driver's license.

Owner's action:

3. Accept or reject application
If application is rejected the option fee is returned.

Your action:

4. If application is accepted, then you have a period of time to enter into the lease.
5. If you withdraw acceptance by the owner, then you will forfeit the option fee.