

FORMS TO BE COMPLETED TO PROCESS APPLICATIONS

NAME _____ Phone No. _____

CO- SIGNER NAME _____ Phone No _____

STUDENTS *CO-SIGNER*
(if needed)

Management Application to Rent or Lease _____

Application to Rent _____

Sonoma State Rental Verification _____

If employed, last year's w2, or _____

2 recent pay check stubs _____

Proof of other income, SSI, SDI, etc. _____

Copy of driver's license or id _____

\$35.00 application fee cashier's check _____

or cash for each applicant. _____

Co-signer's form filled out and signed _____

All applications need to be complete before we can process them.

Hills & Homes Property Management Application to Rent or Lease
PLEASE COMPLETE THIS FORM IN FULL.

Name: _____ Date: _____

Property Address: _____

1. Each applicant, 18 years or older, must complete and sign a copy of the application form as it appears on the next page. NO EXCEPTIONS. This includes co-signers if approved as part of the application.
2. A \$35 processing/credit check fee per person is required, made payable by **CASH OR MONEY ORDER** to Hills and Homes Property Management. **Applications will not be processed until application fee is paid. Application fees are non-refundable.**
3. *Reliable* documentation and telephone numbers of all income, landlord, and other references must be presented with the application along with the following.
 - If employed, last year's W-2 form or two most recent pay stubs.
 - If self employed, a copy of last year's federal income tax return and a profit and loss statement for the current year.
 - Proof of other income, such as retirement social security, SDI, etc.
 - Reports supplied by applicants will not be accepted.
 - Provide a copy of drivers license

Hills & Homes has received \$ _____ for processing a rental application for the property located at:

These funds will be used to cover the costs of obtaining a credit report on each person of 18 years of age or older, calling current and previous landlords, employers, and verifying other information on your application. The breakdown of the use of these funds is as follows:

	Factual Data
Cost of credit report	\$23.00
ID scan	\$3.00
Reviewing employment/ landlord information	\$9.00
Total Charge	\$35.00

This is to inform you that as part of our procedure for processing your application, an Investigative Consumer Report may be prepared whereby information's obtained through personal interviews with your landlord, employer, or others with whom you are acquainted. This inquiry includes information as to your character general reputation, personal characteristics, mode of living, and credit report. You have the right to make a written request within a reasonable period of time to receive additional detailed information about the nature and scope of this investigation (Fair Credit Reporting Act). I/We hereby agree, in the event of the approval of this application, to execute a lease in accordance with the terms set forth in this rental application and my/our rental liability shall commence on _____ 20, pursuant to the terms of the lease. That if I/We fail to sign the lease and/or pay agreed rental, Security deposit, utility fees, or other required charges as shown in this rental applications the \$ holding fees accompanying this applications shall be retained by landlord as liquidated damages and I/We agree to this amount being retained by landlord as a reasonable estimate of actual damages to landlord if I/We failed to perform as stated above after approval. I/We also do not believe the loss of this holding fee is an unfair trade practice if I/We fail to perform as stated above after approval. I/We understand that the holding fees accompanying this application are non-refundable after three (3) days. Owner and/or agent for the owner reserves the right to reject this application and to and refuse possession of the above-mentioned accommodation. I/We have read the foregoing; certify that the information herein is TRUE and CORRECT, that this application is submitted for the purpose of inducing approval of this application in my/our behalf. Any "yes" or "no" question unanswered shall be considered a "yes".

Date: _____

Acknowledgement by applicant

\$ _____ Received by: _____ Date: _____

Hills & Homes Property Management
Phone (707) 585-2913 Fax (707) 588-5885
5350 Commerce Blvd. Suite A
Rohnert Park, CA 94928

APPLICATION TO RENT

Tenant
 Guarantor

(All sections must be completed) **Individual applications required from each occupant 18 years of age or older.**

Last Name		First Name		Middle Name		Social Security Number or ITIN		
Other names used in the last 10 years				Work phone number ()		Home phone number ()		
Date of birth		E-mail address				Mobile/Cell phone number ()		
Photo ID/Type		Number		Issuing government		Exp. date	Other ID	
1.	Present address			City		State	Zip	
Date in		Date out		Owner/Agent Name		Owner/Agent Phone number		
Reason for moving out						Current rent \$ /Month		
2.	Previous address			City		State	Zip	
Date in		Date out		Owner/Agent Name		Owner/Agent Phone number		
Reason for moving out								
3.	Next previous address			City		State	Zip	
Date in		Date out		Owner/Agent Name		Owner/Agent Phone number		
Reason for moving out								
Proposed Occupants: List all in addition to yourself	Name			Name				
	Name			Name				
	Name			Name				
Do you have pets?		Describe			Do you have a waterbed?		Describe	
How did you hear about this rental?								
A.	Current Employer Name			Job Title or Position			Dates of Employment	
	Employer address				Employer/Human Resources phone number ()			
	City, State, Zip				Name of your supervisor/human resources manager			
Current gross income		Check one						
\$		Per <input type="checkbox"/> Week <input type="checkbox"/> Month <input type="checkbox"/> Year						
B.	Prior Employer Name			Job Title or Position			Dates of Employment	
	Employer address				Employer/Human Resources phone number ()			
	City, State, Zip				Name of your supervisor/human resources manager			
Other income source _____ Amount \$ _____ Frequency _____								
Other income source _____ Amount \$ _____ Frequency _____								



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Name of your bank	Branch or address	Account Number

Please list ALL of your financial obligations below.

Name of Creditor	Address	Phone Number	Monthly Pymt. Amt.
		()	
		()	
		()	
		()	
		()	
		()	

In case of emergency, notify:	Address: Street, City, State, Zip	Relationship	Phone
1.			
2.			

Personal References:	Address: Street, City, State, Zip	Length of Acquaintance	Occupation	Phone
1.				
2.				

Automobile: Make: _____ Model: _____ Year: _____ License #: _____

Automobile: Make: _____ Model: _____ Year: _____ License #: _____

Other motor vehicles: _____

Have you ever filed for bankruptcy? _____ Have you ever been evicted or asked to move? _____

Have you ever been convicted of selling, distributing or manufacturing illegal drugs? _____

Applicant represents that all the above statements are true and correct, authorizes verification of the above items and agrees to furnish additional credit references upon request. Applicant authorizes the Owner/Agent to obtain reports that may include credit reports, unlawful detainer (eviction) reports, bad check searches, social security number verification, fraud warnings, previous tenant history and employment history. Applicant consents to allow Owner/ Agent to disclose tenancy information to previous or subsequent Owners/Agents.

Owner/Agent will require a payment of \$ _____, which is to be used to screen Applicant.

The amount charged is itemized as follows:

1. Actual cost of credit report, unlawful detainer (eviction) search, and/or other screening reports \$ _____
2. Cost to obtain, process and verify screening information (may include staff time and other soft costs) \$ _____
3. Total fee charged \$ _____

The undersigned is applying to rent the premises designated as:

Apt. No. _____ Located at _____

The rent for which is \$ _____ per _____. Upon approval of this application, and execution of a rental/lease agreement, the applicant shall pay all sums due, including required security deposit of \$ _____, before occupancy.

_____ Date

_____ Applicant (signature required)



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Guaranty of Lease

THIS GUARANTY OF LEASE ("Guaranty") dated as of _____ is executed by Hills and Homes Property Management ("Guarantor") in favor of Hills and Homes Property Management ("Landlord").

Recitals

- A. Landlord and _____ ("Tenant") have entered into a lease dated as of _____ ("Lease"), whereby Landlord agreed to lease to tenant and Tenant agreed to lease from Landlord the premises located _____ more particularly described in attached Exhibit A and incorporated by referenced ("Premises").
- B. As a condition to entering into the Lease, Landlord has required that Guarantor execute and deliver to Landlord this Guaranty.
- NOW THEREFORE, in consideration of Landlord entering into the Lease of the Premises to Tenant, Guarantor covenants and agrees as follows:

1.1 Guaranty

Guarantor absolutely and unconditionally Guarantees to Landlord the timely payment of all amounts that Tenant may at any time owe under the Lease, or any extensions, renewals, or modifications of the Lease. Guarantor further guarantees to Landlord the full, faithful, and timely performance by Tenant of the Lease, or any extensions, renewals, or modifications for the Lease. If Tenant shall default at any time in the payment of any rent or any other sums, costs, or charges, or in the performance of any covenant or obligation under the Lease, then guarantor, at Guarantor's expense, shall on demand by Landlord fully and promptly pay all rent, sums, costs, and charges to be paid and perform all other covenants and obligations to be performed by Tenant pursuant to the Lease. In addition, Guarantor shall on demand by Landlord pay to Landlord all sums due to Landlord, including, without limitation, all interest on past due obligations of Tenant, costs advanced by Landlord, damages and all expenses (including, without limitation, court costs and reasonable attorney fees) that may arise in consequence of Tenant's default.

2.1 Waivers

Guarantor authorizes Landlord, without notice or demand and without affecting Guarantor's liability under this Guaranty, to:

- (a) consent to any extensions, accelerations, or other changes in the time for any payment provided for in the Lease, or consent to any other alteration of any covenant, term, or

condition of the Lease in any respect, and to consent to any assignment, subletting, or reassignment of the Lease;

- (b) take and hold security for any payment provided for in the Lease or for the performance of any covenant, term, or condition of the Lease, or exchange waive, or release any security; and
- (c) apply this security and direct the order or manner of its sale as Landlord may determine. Notwithstanding any termination, renewal, extension or holding over of the Lease, this Guaranty and obligations on the part of tenant to be performed have been fully and completely performed by Tenant, and Guarantor shall not be released of any obligation or liability under this Lease shall continue until all of the covenants and obligations on the part of Tenant to be performed have been fully and completely performed by Tenant, and Guarantor shall not be released of any obligation or liability under this Guaranty so long as there is any claim against Tenant arising out of the Lease that has not been settled or discharged in full.

3.1 Independent Obligations

The obligations of Guarantor under this Guaranty are independent of, and may exceed, the obligations of Tenant. A separate action may, at Landlord's option, be brought and prosecuted against Guarantor, whether or not any action is first or subsequently brought against Tenant, or whether or not Tenant is joined in any action, and Guarantor may be joined in any action or proceeding commenced by landlord against Tenant arising out of, in connection with or based upon the Lease. Guarantor waives any right to:

- (a) require Landlord to Proceed against Tenant or any other person or entity or pursue any other remedy in Landlord's power;
- (b) complain of delay in the enforcement of Landlord's rights under the Lease; and
- (c) require Landlord to proceed against or exhaust any security held from Tenant or Guarantor. Guarantor waives any defense arising by reason of any disability or other defense of Tenant or by reason of the cessation from any cause of the liability to Tenant. Guarantor waives all demand upon and notices to Tenant and to Guarantor, including, without limitation, demands for performance, notices of nonperformance, notices of non-payment, and notice of acceptance of this Guaranty of Lease.

4.1 Definition of Tenant

For purposes of this Guaranty of Lease and their obligations and liabilities of Guarantor, the term "Tenant" shall be deemed to include any and all concessionaires, licensees, franchisees, department operators, assignees subtenants, or others directly or indirectly leasing or occupying the Premises leased under the Lease or operating or conducting a business in or from these Premises.

5.1 No Reporting Duty

Guarantor assumes full responsibility for keeping fully informed of the financial condition of Tenant and all other circumstances affecting Tenant's ability to perform Tenant's obligations under the Lease, and agrees that Landlord will have no duty to report to Guarantor any information that Landlord receives about Tenant's financial condition or any circumstances bearing on Tenant's ability to perform such obligations.

6.1 Continuing Guaranty

This Guaranty shall remain in full force notwithstanding the appointment of a receiver to take possession of all or substantially all of the assets of Tenant, or any assignment by Tenant for the benefit of creditors, or any action taken or suffered by Tenant under any insolvency, bankruptcy, reorganization, moratorium, or other debtor relief act or statute, whether now existing or later amended or enacted, or the disaffirmance of the Lease in any action or otherwise.

7.1 Joint and Several Obligations

If this Guaranty of Lease is signed, or if the obligations of Tenant are otherwise guaranteed, by or than one party, their obligations shall be joint and several, and the release or limitation of liability of any one or more of the guarantors shall not release or limit the liability of any other guarantors.

8.1 Successors and Assigns

This Guaranty of Lease shall be binding upon Guarantor and Guarantor's heirs, administrators, personal and legal representatives, successors, and assigns, and shall inure to the benefit of Landlord and Landlord's successors and assigns. Landlord may, without notice, assign this Guaranty of Lease, the Lease or the rents and other sums payable under the Lease, in whole or in part.

9.1 Guaranty of Costs and Fees

In addition to the amounts guaranteed, Guarantor agrees to pay reasonable attorney's fees and all other costs and expenses incurred by Landlord in enforcing this Guaranty of Lease or in any action or proceeding arising out of, or relating to, this Guaranty of Lease.

10.1 Governing Law

This Guaranty of Lease shall be deemed to be made under and shall be governed by California law in all respects, including matters of construction, validity, and performance, and the terms and provisions of this Guaranty may not be waived, altered,

modified, or amended except in a writing signed by an authorized officer of Landlord and by Guarantor.

11.1 Severance

If any of the provisions of this Guaranty of Lease shall contravene or be held invalid under the laws of any jurisdiction, this Guaranty of Lease shall be construed as if it did not contain those provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.

12.1 Counterparts

This Guaranty of Lease may be executed in any number of counterparts, each of which shall be a valid and binding original, but all of which together shall constitute one and the same instrument.

Guarantor has executed this Guaranty as of the date first written above.

GUARANTOR:

By: _____

Name: _____

Its: _____