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Kenmore Development Application Package

Delaware Park Apartments

1975-2035 Delaware Ave
Buffalo, New York 14216

Included in this application package you will find the following:

- Directions
- Rental Application
- Delaware Park Property Checklist
- Disclosure of Information on Lead-Based Paint
- Equal Housing Opportunity & Privacy Policies

Last Revised: February 27, 2013

Rental Package Directions

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- B. Delaware Park Property Checklist
- C. Disclosure of Information on Lead Based Paint & Lead-Based Paint Hazards
- D. Delivering Application

A. Application

1. Complete Rental Application In Full

For Paper Copies of Application: If you received a paper copy of this Application Package and would prefer to type your responses in the Rental Application, download a digital copy of it online at <http://www.kendev.com/app.pdf> (note: this address is case sensitive). Once downloaded you can type your responses and then print the Rental Application for signing and submission along with the Property Checklist and Lead Paint Disclosure Form.

For Downloaded Application Packages: If you downloaded this Application Package online you can type your responses directly on it and then print it for signing and submission along with the Property Checklist and Lead Paint Disclosure Form. You can also print this Rental Application and complete by hand.

To ensure the fastest possible application processing please do the following:

- Provide full names, cities, zip codes and area codes where asked on application
- If you have not already selected an apartment to rent at the Delaware Park Apartments, contact Kenmore Development at 716.874.7700 Mon-Fri 9:00 AM -5:00 PM EST.
- Sign the application where asked near the bottom of page 2. No application can be processed without your signature. Signing the application allows Kenmore Development to complete credit, rental and employer reference checks as part of your application process.

2. Application Fees & Reservation Deposit

The reservation deposit and application fee must be paid in full in order for us to reserve an apartment for you and process your application. The reservation deposit will become your security deposit after your application is approved. You can pay the application fee and reservation deposit in one of the following three ways:

- Credit Card – Simply complete the credit card waiver near the bottom of the application and deliver to Kenmore Development. We accept Master Card, Visa and American Express.
- Check – Mail or drop off check to Kenmore Development with your application materials.
- Cash – Make cash payment when submitting your application in person to Kenmore Development.

Please Note: See **D. “Delivering Application”** for additional information on sending your application to Kenmore Development.

3. Additional Application Note

Make sure that you list the latest possible date you can move into the apartment. In most cases we will be able to move you prior to this date but this helps us to properly prepare each unit in a timely manner.

B. Delaware Park Property Checklist

1. Sign and Date the Delaware Park Property Checklist

Each Kenmore Development Apartment Community has a property checklist. The purpose of the checklist is to clarify in simple terms what is included in the rent and what a renter can expect from Kenmore Development. Property checklists have proven to define and enhance understanding between renters and Kenmore Development. Please read the checklist carefully and sign and date at the bottom.

2. Most items on the checklist are self-explanatory. Here is an explanation of the items that are not.

#7) The \$50.00 Incentive has been explained to applicant.

The \$50.00 Incentive is an incentive clause in every Kenmore Development lease. It states that if the rent is paid in a timely manner, your rental payment can be reduced by \$50.00.

Here's how it work's:

- If you rented an apartment from Kenmore Development and the monthly rent is \$100.
- Your lease would actually state that the rent is \$150.
- Your lease will also have a clause right below the listed rent amount stating that if the rent is paid in a timely manner (the 1st of the month), then the renter can reduce their rent payment by \$50. This is not a rebate; you can simply reduce your rent payment by \$50.
- Hence you would only pay the full amount stated on your lease if you failed to pay your rent within the first five days of each month. After the 5th of each month, the \$50 incentive is added to your rent payment for that month.

#11) Applicant has received Resident Handbook, EPA Handbook, and Lead-Based Paint disclosure information.

You will receive hard copies of both the Kenmore Development Resident Handbook and EPA Handbook when we meet you in person. Both can also be downloaded online anytime from the addresses below (note: addresses are case sensitive).

EPA Handbook: <http://www.kendev.com/lead.pdf>

Resident Handbook: <http://www.kendev.com/kdrh.pdf>

The Lead-Based Paint disclosure information is included in this lease package.

C. Disclosure of Information on Lead Based Paint & Lead-Based Paint Hazards

This form and the corresponding 1.0 Policy Statement are required by Federal Law for all renters at the Delaware Park Apartments. Please note that this is required in order to rent at most apartment communities in the United States and is not exclusive to the Delaware Park Apartments.

In order for you to complete this form do the following:

1. Read EPA Handbook; *Protect Your Family From Lead In Your Home*.
2. Read the 1.0 Policy Statement that is included in this Delaware Park Lease package. In simple terms the 1.0 Policy Statement indicates that there are trace amounts of lead based paint under numerous coats of latex paint.
3. Initial (c) Lessee's Acknowledgment. This indicates that you have received Policy Statement 1.0
4. Initial (d) Lessee's Acknowledgment. This indicates that you have received the pamphlet *Protect Your Family from Lead in Your Home*.
5. Sign and date as "Lessee" in the Certification of Accuracy section. This verifies that you understand the information that was provided to you.

D. Delivering Application

Once you have reviewed, completed and signed all the application package materials (Rental Application, Property Checklist & Lead Disclosure Form) here is how you can submit them to Kenmore Development.

- **Mail** – This is the best option if you choose to pay your reservation deposit and application fee by check and are not currently in the Buffalo area. Please do not mail cash. Our mailing address is:

Kenmore Development
P.O. Box 194
Kenmore, NY 14217

- **Fax** – If you have filled out the credit card waiver to pay the reservation deposit and application fee, then this is the **fastest** way to reserve an apartment with Kenmore Development.

Our Fax number is: 716.874.3729

- **In Person** – Call 716.874.7700 to make an appointment to meet a Kenmore Development agent to drop off your application. **Please Note:** If you intend to pay your application fee and reservation deposit with cash, then we require that you call to schedule an appointment to deliver application in person to our main office located at 2746 Delaware Ave in Kenmore, NY.



Application Traffic: How did you First Learn About this Apartment Community?

Please check only one source.

Website: *Other than KenDev.com*

- ☐ CraigsList.org
- ☐ ApartmentFinderExtra.com (BuffaloNews.com)
- ☐ WNYApartments.com (ApartmentSpotlight.com)
- ☐ Other: _____

KenDev.com: *How did you initially find our website?*

- ☐ Google
- ☐ Bing
- ☐ Yahoo
- ☐ Link from another Website (*Name?*): _____

Referral From:

- ☐ Current or Previous Resident (*Name?*): _____
- ☐ Niagara University
- ☐ University at Buffalo (except Medical School)
- ☐ University at Buffalo Medical School

Newspapers & Magazines:

- ☐ Apartment Finder Extra
- ☐ Artvoice
- ☐ Buffalo News
- ☐ Niagara Falls Gazette
- ☐ Tonawanda News
- ☐ College Newspaper (*Name?*): _____
- ☐ Other: _____

Other:

- ☐ Area Resident
- ☐ Driving By
- ☐ Phone Book
- ☐ Realtor
- ☐ Repeat Resident
- ☐ Other: _____



RENTAL APPLICATION

Please complete with full names, cities, zip codes & area codes

Current Date: _____ Agent: _____ Rent Amount: \$ _____

Address/Unit Number: _____ Latest Date Needed: _____

Applicant's Name: _____ Social Security #: _____ - _____ - _____

Current Address: _____

Home Phone: (_____) _____ - _____ Work Phone: (_____) _____ - _____

Cell Phone: (_____) _____ - _____ Email: _____

Have you ever been known by another name? If yes, by what name? _____

Co-Applicant Name: _____ Social Security # _____ - _____ - _____

Current Address: _____

Home Phone: (_____) _____ - _____ Work Phone: (_____) _____ - _____

Cell Phone: (_____) _____ - _____ Email: _____

Name of other persons who will occupy apartment: _____

Your Current Landlord: _____ Phone: (_____) _____ - _____

His/Her Address: _____

Current Monthly Rent: \$ _____ How long have you lived there? _____

Your Previous Landlord: _____ Phone: (_____) _____ - _____

His/Her Address: _____

Your Former Address: _____

Amount of Last Rent: \$ _____ How long did you live there?: _____

Your Previous Landlord: _____ Phone: (_____) _____ - _____

His/Her Address: _____

Your Former Address: _____

Amount of Last Rent: \$ _____ How long did you live there? _____

Have you ever been evicted from an apartment in the last five years? Yes ☐ No ☐

Your Current Employer: _____ Phone: (_____) _____ - _____

Address: _____

Position: _____ How long have you worked there: _____

Gross Income: \$ _____ (indicate: Weekly ☐ Bi-Weekly ☐ Monthly ☐)

Do you have any other regular source of income: _____

Co-Applicant Employer (If Applicable): _____ Phone: (_____) _____ - _____

Address: _____

Position: _____ How long have you worked there: _____

Gross Income: \$ _____ (indicate: Weekly ☐ Bi-Weekly ☐ Monthly ☐

Description of Pets (if permitted): _____

Emergency Contact Name: _____ Phone: (_____) _____ - _____

Relationship: _____ Address: _____

Automobile Make/Model: _____ Year: _____ License Plate: _____

Driver's License # _____ State: _____

Co-Applicant Automobile (If Applicable) Make/Model : _____ Year: _____

License Plate: _____ Driver's License # _____ State: _____

This application must be signed by all adults who will occupy the apartment before it can be considered by Landlord. Acceptance of this application, and any monies deposited herewith, is not binding upon Landlord until approved by Landlord. If approved, all monies deposited with this application will be held as a reservation deposit to be either returned to applicant, or credited toward any deposit that may be required of applicant at the time a rental agreement is executed. If applicant withdraws application within two days of submission, a fee of \$ _____ (INSERT AMOUNT OF APPLICATION PROCESSING FEE HERE) will be retained by landlord. If the apartment is held for applicant for more than TWO days and applicant withdraws application, all monies deposited shall be forfeited to the Landlord. NOTE: Providing false answers on this application is automatic grounds for rejection of application.

Reservation Deposit

Application Processing Fee

Total

\$ _____ + \$ _____ = \$ _____

CREDIT CARD WAIVER (Optional): Complete waiver to use your credit card to pay Security Deposit and Application Fee.

Type of Card: Master Card ☐ Visa ☐ American Express ☐

Credit Card Number: _____

Security Code: _____

Expiration Date: _____ / _____

Cardholder Name: _____

Cardholder Address: _____ Zip Code: _____

Cardholder Signature: _____

Visa/MC Security Code



AMEX Security Code

By signing, the applicant(s) acknowledges that a consumer credit report will be requested in connection with this application and that the name and address of the consumer credit reporting agency that furnished the report is Experian, 505 City Pkwy West, 5th Floor, Orange CA 92868. The applicant(s) also acknowledges that subsequent consumer credit reports may be requested or utilized to review or collect amounts due the landlord. By signing this application, the applicant(s) authorizes the release to the landlord of consumer credit report(s) for such purposes and that the Landlord or his agent may investigate the information supplied by the applicant and a full disclosure of pertinent facts may be made to the Landlord.

Signature Applicant: _____ **Signature Co-Applicant:** _____

For Office Use Only: Method of Payment: Cash _____ Check _____ Credit Card _____

Copied Security Deposit Check ☐ Lou & Staff Notified ☐ Recorded on Availability ☐ Credit Report Requested & Received ☐ Landlord Reference Complete ☐

Employer Reference Complete ☐ Application Approved ☐ Application Rejected ☐ Applicant Notified ☐ Lease Package Sent ☐



PROPERTY CHECKLIST

Things you should know about this apartment community. Read carefully.

Delaware Park

1. Kenmore Development's main method of contacting residents is via email. It is your responsibility to notify Kenmore Development should you decide to change the primary email address listed on this application. By signing the property checklist you are consenting to receive electronic communication from Kenmore Development.
2. Rent includes heat, hot water, sewer, garbage pickup, stove, refrigerator, dishwasher, cable & Internet access. Tenant pays electric. Utilities must be turned on in the resident's name on or before move-in. Please refer to paragraph 3 of your Lease regarding a possible utility surcharge.
3. Smart Card operated laundry is located in each basement. 1 card is given per apt. Additional cards are \$10.00 (limit 2 cards per apt). If card(s) are not returned upon move-out, lost, stolen, or damaged there will be a \$10.00 charge for a replacement.
4. Time Warner Road Runner Internet Service – A) Broadband Internet service is included. Resident will find a modem, power cord and Ethernet cable installed in their apartment upon move-in. To gain Internet service resident simply has to plug an Ethernet cable into their modem from their computer. B) Upon moving out resident must leave the modem, power cord and Ethernet cable in the apartment. If all equipment is not returned in working order, the resident will be charged up to \$100 for replacement. C) **All Internet service related issues should be directed to Time Warner by calling (866) 668-6044.**
5. Garages are available for an additional \$45.00/month with lease \$55.00/month without. If a resident rents a garage space they should receive instruction guidelines. If you will be renting a garage and have not received these guidelines please contact Kenmore Development at 716-874-7700.
6. Parking is restricted to one vehicle per apartment. If you have more than one vehicle you are required to take a reserved parking space. If no reserve parking space is available you are required to rent a garage spot at a cost of \$45 per month. Any resident who rents a garage space must use it in order to free up space in the parking lot. Additional vehicles are not permitted on the property after 9pm and must be parked on nearby side streets. Any renter not abiding by these parking rules may have their car ticketed and/or towed without warning at owner's expense.
7. Application processing fee is non-refundable. Reservation deposit must be paid in full with application.
8. The \$50.00 incentive has been explained to the applicant.
8. Pet Policy - a) Renters are allowed to have up to two cats. No dogs of any size are allowed at Delaware Park. Renters who fail to meet these criteria run risk of not being allowed to move-in and/or forfeiture of their apartment security deposit. b) Residents with pets will be responsible for all exterminating costs in the event their pet contracts fleas, ticks, etc. Residents are also responsible for any other damages their pet may cause.
9. A one-year lease must be signed within 3 days after being accepted. 1st months rent must be paid by the scheduled move in date in order to gain possession of apartment, no exceptions. Furthermore, if the incoming resident moves in after 15th of a given month, the resident is required to pay pro-rated rent for that month and next month's rent at move in.
10. When vacating, your apartment must be left as clean as it was at move-in, normal wear and tear is expected. (See Paragraph #47 of your lease agreement).
11. Applicant must receive the Resident Handbook, EPA Handbook, and lead based paint disclosure information on or before their scheduled move-in date.
12. Upon approval of rental application, the reservation deposit becomes the security deposit for unit rented.
13. Reservation deposit (or security deposit if application is already approved) is non-refundable after 2 business days from the date application is approved.
14. A \$50.00 lockout fee is charged during non-office hours.
15. If it is your desire to vacate, 60 days written, hand signed, notice from the 1st of the month is required prior to the end of your lease expiration. Electronic Mail (email) and any other form of electronic communication do not qualify as acceptable means to provide notice. Improper notice will result in additional rental payments.

16. If you vacate your apartment prior to lease expiration, you continue to be financially responsible for the lease payments for the entire lease term.
17. Your lease term ends on the LAST BUSINESS DAY of the month
18. Security deposit is not to be used to defer any rent including the last month of your term.
19. If apartment keys are lost, resident will be responsible for cost of re-keying locks. (Apts. \$125.00 / Building \$100.00)
20. Guest parking is restricted from 9:00 PM to 8:00 AM. **Vehicles without parking permits will be towed without warning!! Please notify guests.**
21. Cigarette smokers are only allowed to smoke inside their apartment or outside at a minimum of 50 feet from apartment building. Smokers are responsible to keep cigarette fumes from seeping out of their apartment and will be financially responsible for all apartment damage that is a result of smoking (even if repair and restoration costs exceed original security deposit). Smoking is not allowed in any indoor common areas. Outdoor smokers must clean up their cigarette butts. Residents taking oxygen and found smoking will have their lease cancelled immediately.
22. Satellite TV/Internet service is permitted. Positioning of a Satellite dish must be approved by Kenmore Development before installation. Consult your rental agent for more details.
23. Although not required, it is highly recommended that all Residents purchase renters insurance.
24. Storage space is provided for each resident in the basements of Delaware Park. Kenmore Development is not responsible for property damage associated with storing items in these spaces. Residents are encouraged to purchase renters insurance that will cover not only their apartment but also any belongings kept in their basement storage space.
25. Kenmore Development Residents can transfer between any of our apartment communities at any time if they sign a 12-month lease for the new location and their current apartment passes an inspection. A fee equal to a half month's rent will apply.
26. If blinds are included in your apartment you are responsible for cleaning them upon move-out. If blinds are not clean upon move-out then the resident will be charged \$10 per blind for replacement. Price is subject to change without notice.
27. Tenants who install a satellite dish are responsible for removing it upon move-out and, in addition, will be held financially responsible for any resulting damages to the roof, walls, etc.

Signature

Date: / /

Signature

Date: / /

Revised: 2.25.12

DELAWARE PARK APARTMENTS ONLY

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

_____ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

☒ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

See Attached

☐ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the lessor (check one below):

☒ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Policy Statement 1.0 (Attached)

☐ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (Initial)

_____ (c) Lessee has received copies of all information listed above.

_____ (d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*

Agent's Acknowledgment (initial)

_____ (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge that the information provided by the signatory is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

1.0 Policy Statement

The Delaware Park Apartments, 1975-2035 Delaware Avenue, Buffalo, N.Y. hereby adopts this Lead-Based Paint Operations and Maintenance Plan (O & M Plan) to minimize ingestion of and airborne exposure to inorganic lead from lead-based paint.

Delaware Park Apartments has discovered that lead-based paint (>0.5 percent lead by weight) is present in 4 of 14 paint samples tested during a recent environmental assessment of the property. This is not particularly unusual as leaded paints are common in structures of similar age and construction. The results of the environmental assessment do not make it possible to determine every painted surface that contains lead-based paint, but all painted surfaces inspected were in good condition with no peeling, cracking, or paint dusting noticed.

Since digestion and inhalation of lead-based paint occur from deteriorated painted surfaces, this O & M Plan will function to monitor and keep intact all apartments to use this O & M Plan to regularly monitor painted surfaces at the property and remedy conditions where necessary.



EQUAL HOUSING OPPORTUNITY POLICY

Kenmore Development believes that all persons are entitled to Equal Housing Opportunity. This company does not discriminate against any individual or individuals based upon all legally protected classes under state and federal law.

This company complies with all laws prohibiting such discrimination, including Title VIII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in the sale or rental of dwellings, discrimination in the financing of housing, blockbusting and discriminatory advertising, and the Fair Housing Amendments Act of 1988.

PRIVACY POLICY

Our Commitment to Privacy

Your privacy is important to us. To better protect your privacy we provide this notice explaining our information practices and the way your information is collected and used.

The Information We Collect

Kenmore Development does not collect personally identifiable information about individuals except when such individuals specifically provide such information on a voluntary basis. For example, such personally identifiable information may be obtained when a request or application is submitted.

The Way We Use Information

We use the information you provide about yourself when requesting information for purposes of fulfilling that request or supporting your customer relationship with Kenmore Development. We take reasonable precautions to protect your personal information from unauthorized access by third parties. We do not share your information with outside parties except to the extent necessary to fulfill a request or support your customer relationship with Kenmore Development. Affiliates, agents or contractors of Kenmore Development who have access to your personal information are required to keep the information confidential and not use it for any other purpose than to carry out the services they are performing for Kenmore Development.

Other Important Information

We reserve the right, at any time, to add to, change, update or modify our privacy policy. This statement and the policies outlined herein are not intended to and do not create any contractual or legal rights in or on behalf of any party.

