



## TLC REALTY & ASSOCIATE, INC.

TWELVE TWENTY-TWO Executive Office & E-Center  
1222 SE 47<sup>th</sup> Street, Suite 106, Cape Coral, FL 33904

OFFICE: (239) 945-2000 FAX: (800) 989-4058 TOLL FREE: (800) 989-5211

[www.tlccapecoral.com](http://www.tlccapecoral.com)

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### RENTAL PROCESS AND APPLICATION DISCLOSURE

*"We are pledged to the letter and spirit of the U.S. Policy for the Achievement of Equal Housing Opportunity throughout the Nation. We encourage and support a program in which there are no barriers to obtaining housing because of Race, Color, Religion, Sex, Handicap, Familial Status, or National Origin."*

You may preview any of our available rentals for FREE! Our leasing consultants will be happy to show you our available rental homes at no charge to you. You may also preview our properties 24 hours a day online at [www.tlccapecoral.com](http://www.tlccapecoral.com) or by calling our office at (239) 945-2000

#### Application Processing and Time Frame:

- Processing an application normally takes between 2-3 days. In some cases approval of homeowner associations, condo associations, homeowners, or unforeseen circumstances may require some applications to take longer. You will be contacted immediately upon determination of approval or denial. **All adult applicants over the age of 18 must submit a fully completed, dated and signed rental application and application fee.**
- No rental property will be held vacant for more than two (2) weeks, unless approved by *TLC REALTY & ASSOCIATES INC.*

#### Cost:

- If you decide to apply to rent one of our properties, there is a **\$75.00** per adult application fee that is "**non-refundable**". This must accompany the completed application form provided to you by our company. Incomplete applications or applications submitted without the proper application fees will not be considered and application fees will not be refunded for incomplete applications.
- **Our leases are currently approved by an Attorney at Law to comply with Florida laws.** If you are the successful leasing candidate, there is a **one-time** lease closing cost of **\$100.00** to cover our administrative cost and the cost in preparing your lease.
- **The Homeowner and Condominium Associations** may require a *separate application* and fee(s) and if such is the case, you must also apply separately to such Homeowners or Condominium Association and remit whatever other application fee may be required.

#### The Application:

Upon receipt of your rental application and application fee, you can expect and hereby authorize that we will:

**(1) Check your credit report; (2) Check the public records for any past evictions; (3) Verify your employment; (4) Verify your previous landlord references; (5) Request a criminal background check.**

We would encourage you not to apply if you have bad credit; bad references have ever been evicted in the past or have a criminal record. Cosigners or Co-Guarantors may be considered on an individual basis.

- **Once you have been notified of your approval, you must place (at a minimum) a holding deposit (by cashier's check or money order); equal to at least one month's rent within one business day of your approval notification. Once approved and payment of the holding deposit is paid your holding deposit is non-refundable.** In the event that you fail to enter into the lease agreement or refuse to take possession of the property on or before the beginning rental date you applied for, **you shall forfeit these funds as liquidated damages.** Due to the high demand for rental homes, we will not hold the property you applied for off the rental market for more than 48 hours unless you provide the required holding deposit. If you do not comply with this requirement, we may rent the home you applied for to someone else, and your application fee is non-refundable.

Applicants Initials ( ) ( ) ( )

- All applicants must see the interior of the property before an application can be submitted. The property must be accepted in “AS IS” condition before an application can be accepted, except where there is written agreement for maintenance or repair items. Any such maintenance or repair request (if any) must be written and included with your application under “Other Items Requested”, in the contract to lease portion of your application. If your maintenance and repair request are acceptable to TLC Property Management, then that agreement will be written in the lease or lease addendum. Verbal representations are non-binding. In the event that the manager receives two or more unrelated applications for the same property, the applicant understands the manager may select the applicant desiring the property in “AS IS” condition, over another applicant requesting maintenance or repairs. In all cases, the application fee is non-refundable.
- All initial funds, the holding deposit — first month’s rent and security deposit — must be paid by cashiers check or money order payable to “TLC REALTY & ASSOCIATES INC.”. Subsequent months thereafter may be paid by check.

### **Resident Selection Criteria:**

- Applicants must have a *combined gross income* of at least three (3) times the monthly rent. Incomes must be verified in writing, applicant may provide recent pay stubs. A minimum of two years residential history is required. Rental history must be rated satisfactory or better, with no record of evictions. We reserve the right to require a cosigner and/or a higher security deposit. Cosigners are accepted at the managers discretion only, must meet all requirements, and must reside in the State of Florida.
- **Self employed applicants may be required to produce upon request two (2) years of signed tax returns or IRS 1099 forms.** Non-employed applicants must provide proof of income.
- **Credit history and/or Civil Court Records** must not contain slow pays, judgments, eviction filings, collections, liens or bankruptcy within the past three (3) years. We will not provide you with the credit report or tell you of its contents; however, we will provide you with the name of the credit reporting agency so you may receive a copy from the credit bureau. All information collected for the approval or denial of this application is considered confidential in nature and for company use only.
- **If you have been convicted of a felony within the past seven (7) years, this is cause for rejection.** Applicant must not have a felony record that was adjudicated guilty or had adjudication withheld for the past seven (7) years, or any conviction of any length of time for any drug related, sexual related, murder related or arson related crime.
- **Valid current photo ID documentation** (driver’s license, military ID, or state ID) is required.
- **Previous rental history reports from previous landlords must reflect** timely payment, sufficient notice of intent to vacate, no complaints regarding noise, disturbances or illegal activities, no NSF checks, and no damage to rental property or failure to leave the property clean and without damage when you left the property.
- **Current occupancy standards are a maximum of 2 persons per bedroom, except for infants under 4 years of age.** However, some city and county municipalities and/or homeowners associations prohibit more than **two (2)** unrelated adults to reside in a single family dwelling unit. Consequently,
- **TLC Realty & Associates, Inc** also prohibits the rental of a single family dwelling to more than two (2) unrelated adults.
- **No pets** (with the exception of medically necessary pets) of any kind are permitted without the specific written permission of **TLC Realty & Associates, Inc.** in the lease document (a **pet addendum to lease**), and an additional non-refundable pet application fee of **\$500.00** per pet. Some properties may require higher pet fees or higher rent amounts. If a higher pet fee or rent amount is required, you will be notified at the time of the application.
- **The following pets will not be accepted under any circumstances; Pit Bulls & American Staffordshire Terriers, Doberman Pinschers, Rottweiler, German Shepard, Chow, Great Danes, Presa Canario, Akitas, Alaskan Malamutes, Siberian Huskies & Wolf-Hybrids.**

Applicants Initials ( ) ( ) ( )

- **Security deposits are security for faithful performance by tenants of all terms, covenants, and conditions of the lease agreement and tenants may not dictate that the security deposit be used for any rent due.** Unless claimed due to a breach of lease or damages, the security deposit is refundable when the tenants move out of the property at the expiration of the lease term, except that **\$100** of the deposit is non-refundable as an administrative fee & video fee to TLC Realty and Associates, Inc paid upon the closing of the lease agreement.
- Any exceptions to these criteria will need to be submitted in writing to **TLC Realty & Associates, Inc.**, for consideration. If approval is then given for such exceptions, an additional security deposit, cosigners and/or additional “higher” rent may be required.

#### **Other Issues:**

- **Rents quoted are the rental amounts due if paid on time (on or before the 1st of each month by 5:00 PM) There is a three day grace period. Any rent that is paid on or after the 4th, is at least an additional \$10% of the Rent plus \$5.00 per day for that month and possibly higher if rents are severely delinquent.**
- **Keys will be released on the first (1st) day of occupancy as stated in the lease agreement.** Request for keys earlier must be accompanied with additional pro-rated rent and must have TLC Realty & Associates, Inc. prior approval.

**Maintenance and Repair** — When you rent a home from our company, we strive to ensure that all items are in good working order. Please report any maintenance or repair request during your first 5 days of possession. Any incidental repairs which may occur with a cost less than *sixty dollars (\$65.00)* shall be the responsibility of the lessee. However, all repairs will be cleared with lessor/owner before being enacted. If other repairs are needed and are as a result of lessee’s accident or negligence, they shall also be the responsibility of lessee.

- **Multiple Applications** — It is entirely possible that TLC Realty & Associates, Inc. may receive multiple applications from unrelated individual applicants on the same property at approximately the same time. If such is the case, we will process all applications for consideration as to what we (in our sole discretion) deem the best applicant, which may not necessarily be the first application received. In such cases, more than one applicant may be approvable, however only one will eventually be approved. Because we represent the best interest of the rental property, we will accept the best application, which may not necessarily be the first application received. In order to evaluate the various applications it is necessary for TLC Realty & Associates, Inc. to expend time and cost in credit reports, criminal reports, and other administrative costs. Hence, it is our policy that the application fee is non-refundable. If your application is approvable, but not the approved one for the property for which you are applying, you may consider applying for other available properties that we may have, without payment of an additional application fee.
- **Leasing Consultants** — TLC Realty & Associates, Inc. provides leasing consultants to grant you access to preview our properties, to distribute rental information, applications, rental process and application disclosures and contracts to lease our properties. The leasing consultant will also submit your application to TLC Realty & Associates, Inc for processing. The leasing consultant is not authorized to negotiate on behalf of TLC Realty & Associates, Inc. Verbal representations are non-binding. Once your application is submitted to TLC Realty & Associates, Inc., the approval/denial and negotiation process (if any) will be handled by the property manager in charge of the property for which you are applying.
- This “Rental Process and Application Disclosure” is hereby made an integral part of my/our rental application. I/we do hereby acknowledge that I/we understand and agree to the terms of application and rental process as described herein. I/we further acknowledge that I/we have seen and previewed the rental property (both inside and outside) for which we are applying.
- **The following pages contain the home rental application, the contract to lease and the disclosure of information on lead based paint and lead based paint hazards.**

**Applicants Initials** ( ) ( ) ( )

**TLC REALTY & ASSOCIATES INC.**

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Preferred Occupancy Date \_\_\_\_\_ Referring Realtor/Agent \_\_\_\_\_ Office: \_\_\_\_\_

**APPLICATION TO RENT**

Rent Amount: \$ \_\_\_\_\_ Last Month's Rent: \$ \_\_\_\_\_ Security Amount: \$ \_\_\_\_\_

If any question is not answered or left blank, this application may be rejected, not processed, or not approved.

*Print legibly or type all information. Last month's rent is required regardless of credit scores.*

***\*\*I hereby agree to pay a non-refundable application fee of \$75.00.\*\****

Address of Property: \_\_\_\_\_ Zip: \_\_\_\_\_ Lease Term: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ SS #: \_\_\_\_\_

Cell Phone #: \_\_\_\_\_ Work: \_\_\_\_\_ Home: \_\_\_\_\_

Email Address: \_\_\_\_\_ Drivers License #: \_\_\_\_\_ State \_\_\_\_\_

**Vehicles/Automobiles:**

Year \_\_\_\_\_ Make & Model: \_\_\_\_\_ Lic. Plate #: \_\_\_\_\_

Year \_\_\_\_\_ Make & Model: \_\_\_\_\_ Lic. Plate #: \_\_\_\_\_

Name & Ages of Children who will occupy the home: \_\_\_\_\_

Description of Pet: \_\_\_\_\_

***\*Non-Refundable Pet Application fee of \$500.00.***

In Case of Emergency, notify:: \_\_\_\_\_ Relationship \_\_\_\_\_ Phone# \_\_\_\_\_

**RESIDENTIAL HISTORY**

Present Address: \_\_\_\_\_ City & State: \_\_\_\_\_ County: \_\_\_\_\_ Zip: \_\_\_\_\_

Landlord/Owner: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Rent Amount: \$ \_\_\_\_\_ Rent from: \_\_\_\_\_ to \_\_\_\_\_ Was 30 day notice given? \_\_\_\_\_ When? \_\_\_\_\_

[Mo/Yr] [Mo/Yr]

Reason for Leaving: \_\_\_\_\_

Former Address: \_\_\_\_\_ City & State: \_\_\_\_\_ County: \_\_\_\_\_ Zip: \_\_\_\_\_

Landlord/Owner: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Rent Amount: \$ \_\_\_\_\_ Rent from: \_\_\_\_\_ to \_\_\_\_\_ Was 30 day notice given? \_\_\_\_\_ When? \_\_\_\_\_

[Mo/Yr] [Mo/Yr]

Reason for Leaving: \_\_\_\_\_

**EMPLOYMENT**

Current Employment: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address of Business: \_\_\_\_\_

Supervisor: \_\_\_\_\_ Email: \_\_\_\_\_ Fax: \_\_\_\_\_

Your Position: \_\_\_\_\_

Length Employed: \_\_\_\_\_ to \_\_\_\_\_ Full-time \_\_\_\_\_ Part-time \_\_\_\_\_ Salary: \_\_\_\_\_ per \_\_\_\_\_

.....  
Former Employment: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address of Business: \_\_\_\_\_

Supervisor: \_\_\_\_\_ Email: \_\_\_\_\_ Fax: \_\_\_\_\_

Your Position: \_\_\_\_\_

Length Employed: \_\_\_\_\_ to \_\_\_\_\_ Full-time \_\_\_\_\_ Part-time \_\_\_\_\_ Salary: \_\_\_\_\_ per \_\_\_\_\_

Do you have any RV, boats, trailers or motorcycles? If so, please list: \_\_\_\_\_

Year \_\_\_\_\_ Make & Model: \_\_\_\_\_ Lic. Plate #: \_\_\_\_\_

Year \_\_\_\_\_ Make & Model: \_\_\_\_\_ Lic. Plate #: \_\_\_\_\_

**Please answer all of the following questions:**

\*Will you have pets? \_\_\_\_\_ If so, how many? \_\_\_\_\_ What type? \_\_\_\_\_

Will you have any water filled furniture? \_\_\_\_\_ If so, please specify: \_\_\_\_\_

Have you ever declared bankruptcy? \_\_\_\_\_ If so, when? \_\_\_\_\_

Have you every had an eviction filed against you? \_\_\_\_\_ If so, please specify: \_\_\_\_\_

Have you ever been charged with a felony? \_\_\_\_\_ If so, please specify: \_\_\_\_\_

Have you ever been charged with a misdemeanor? \_\_\_\_\_ If so, please specify: \_\_\_\_\_

Have you ever refused to pay rent/broken a lease? \_\_\_\_\_ If so, when & why: \_\_\_\_\_

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**TO APPLY, THE FOLLOWING IS REQUIRED:**

1. A processing fee in cash, money order or certified check must accompany this application.  
***NO APPLICATION WILL BE PROCESSED WITHOUT A PROCESSING FEE.***
2. Reliable documentation and telephone numbers for all income must be provided.
3. Photo documentation (Driver's License, Military ID or State ID) is required.
4. All intended applicants must be listed below.
5. You must disclose ALL pets, vehicles of any nature and water filled furniture.

**YOU ARE HEREBY NOTIFIED OF THE FOLLOWING PROCEDURES & POLICIES:**

1. If you have water filled furniture, you must provide the lessor with proof of insurance. FS83.535
2. **If approved, a holding deposit must be paid within one (1) business day in order to hold the property and refuse other applicants. If the applicant defaults on renting the property AFTER APPROVAL, the holding deposit will be forfeited.**
3. **If approved, all monies owed must be paid in full with certified funds (cashier's check or money order) PRIOR TO RENTING.**

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I hereby deposit the sum of \$\_\_\_\_\_ with **TLC Realty & Associates Inc.**, as a good faith and/or holding deposit in connection with this rental application. If I do not cancel this application with 24 hours from the date and time of this application which is \_\_\_\_/\_\_\_\_/\_\_\_\_\_. Time: \_\_\_\_:\_\_\_\_, in writing and by hand delivery to the rental office, and, my application is approved, and I fail to enter into a Rental Agreement or fail to take possession under the terms of my Rental Agreement if one has been signed, I understand and agree that the entire Good Faith Deposit shall be forfeited by me. In addition, if I have already entered into a Rental Agreement, I will be held liable for all rents and damages as set forth in the Rental Agreement. If my application is not approved, or if I have canceled this application with the time period set forth above, I will receive a refund of my Good Faith Deposit in full within **30** days. If my application is approved, a rental agreement is signed, and I take possession of the property, the Good Faith Deposit shall be applied towards my security deposit.

I hereby authorize property manager to verify all information contained on the application and conduct a full background check including but not limited to credit, bank account, employment, eviction, criminal background checks and authorize property manager to contact any persons or companies listed on the application.

**I, THE UNDERSIGNED APPLICANT**, affirm the information contained in this three-page application is true and correct and *authorize Tenant Screening, powered by Leasing Desk* to verify all information contained in this application including obtaining a credit report. Misstatements, either false or incorrect, can be deemed reason for denial of occupancy. I understand that due to the **Fair Credit Reporting Act** that I will **not** be furnished a copy of my credit report from *Tenant Screening, powered by Leasing Desk* or its members. I may, however, obtain a free credit report from Equifax if my application is denied for credit reasons. I also understand that this application is the property of *Tenant Screening, powered by Leasing Desk*.

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**I also affirm the following will be the residents of the property:**

*(Please list the first and last names of all prospective tenants, including yourself.)*

**Applicant:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**Applicant:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**Applicant:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**Applicant:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**Applicant:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**CONTRACT TO LEASE: I (WE) DO HEREBY MAKE APPLICATION FOR OCCUPANCY OF THE FOLLOWING RENTAL UNIT AND UNDER THE FOLLOWING TERMS:**

**PROPERTY ADDRESS:** \_\_\_\_\_, FLORIDA.

**INITIAL TERM:** SHALL BE FOR \_\_\_\_\_ MONTHS, **BEGINNING** \_\_\_\_\_, 20\_\_\_\_,

**AND ENDING** THE LAST DAY OF \_\_\_\_\_, 20\_\_\_\_.

**RENT: THE RENT (IF PAID ON TIME) SHALL BE \$ \_\_\_\_\_ PER MONTH.**

**(NOTE:** THIS ASSUMES THAT THE RENT IS PAID ON OR BEFORE THE **1<sup>ST</sup>** OF EACH MONTH BY **5:00 PM**. OTHERWISE, THE RENT IS **10% of the Rent plus \$5.00 per day after the 3<sup>rd</sup> day** HIGHER THAT MONTH.)

**OTHER ITEMS REQUESTED (IF ANY):** \_\_\_\_\_

**ASSOCIATION APPROVAL:** Where applicable, this contract is subject to and contingent upon the prospective tenant(s) being approved by the condominium/homeowners association. The prospective Resident(s) will pay any non-refundable application fee required by the condominium/homeowners association and make application for association approval within **3** days from the effective date of this contract. Occupancy shall not be permitted prior to association approval. In the event that the prospective Resident(s) are not approved by the association and/or **TLC Realty & Associates Inc.**, this contract will terminate and any rents and/or security deposits paid will be refunded to the prospective Resident(s). Refunds are subject to applicant(s) funds having cleared our bank account. The non-refundable application fees paid to the association and to **TLC Realty & Associates, Inc.** are not refundable under any circumstance.

**AUTHORIZATION:** I (we) affirm that the information contained in this rental application to lease to be true and correct. I (we) agree that **TLC Realty & Associates Inc.** may terminate any agreement entered into (including the lease) in reliance on any misstatement made in this application. I (we) agree and affirm that **TLC Realty & Associates Inc.** may question and seek information from all persons and/or firms named by us in this application and contract to lease, and further authorize **TLC Realty & Associates Inc.** to acquire my (Our) credit reports and criminal background check from any authorized credit agency. I (we) agree that acceptance of this application is conditional upon a credit check and other verifications that are satisfactory to **TLC Realty & Associates Inc.**

**FAILURE TO PERFORM:**I (we) agree to enter into a lease for the rental unit upon the terms outlined above. I (we) agree that I (we) have toured, previewed and seen the rental unit being applied for and that I (we) are accepting it in "AS IS" condition, unless otherwise noted above in "Other Items Requested". If I (we) refuse to enter into the managers lease (within 48 hours of notification of approval), AND/OR if occupancy is not taken by me (us) (on or before the occupancy date indicated), then **TLC Realty & Associates Inc.** may rent or lease the property to another party and all deposits and application fees paid herewith shall be forfeited by the prospective Resident(s) and retained by **TLC Realty & Associates, Inc.** as liquidated damages.

**RENTAL PROCESS AND APPLICATION PROCEDURE:** I/we do hereby acknowledge that I/we were provided the handout entitled "Rental Process and Application Procedures" and that I/we understand and agree to the terms of application and rental process. I/we have read and initialed or signed all seven (7) pages of this application package and have submitted them with this application for consideration by **TLC Realty & Associates Inc.**

\_\_\_\_\_  
**Broker**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Elin Greer, PRM/Licensed Real Estate**

\_\_\_\_\_  
**Signature of Applicant**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Applicant Signature of Applicant Date**