

OFFER TO RENT

On the date below, Owner/Agent received \$ _____ from the undersigned, hereinafter called "Applicant," who offers to rent from Owner/Agent the premises located at:

_____, Unit # (if applicable) _____
(Street Address)
_____, CA _____
(City) (Zip)

on the terms and conditions set forth in the Rental Agreement/Lease.

Rent in advance of \$ _____ per month, payable on the _____ day of each month, tenancy to begin on the _____ day of _____ (month) _____ (year), but subject to any present resident vacating or the unavailability of the premises.

The term of the Agreement is as follows (*Owner/Agent check only one*):

- a month-to-month term.
 a fixed term of _____, beginning on _____ and ending on _____.
(Term) (Date) (Date)

TOTAL SUMS DUE PRIOR TO OCCUPANCY

Application Fee

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 \$ _____
(cannot exceed \$30 per applicant, which may be adjusted annually with the CPI as of 1-1-98)

Rent for the period of _____ to _____ \$ _____

Security Deposit \$ _____

Other _____ \$ _____

Total \$ _____

Less amount received on _____ (date) — \$ _____

Balance due, on or before move in _____ (date) \$ _____

The offer shall be deemed denied unless Owner/Agent accepts the offer within three (3) business days from the date hereof, by depositing notice of acceptance in the mail or by giving oral notice by telephone or in person. Owner/Agent shall refund (as specified below) to Applicant within three (3) business days if cash or money order was paid, or as soon as Applicant's check clears, if:

- a) Applicant's offer is not accepted by the agreed date, Owner/Agent will refund the entire amount paid less Application Fee, OR
- b) Applicant's offer is accepted but the premises does not become available on the agreed date, then Owner/Agent will refund the entire amount paid by Applicant.



Once Owner/Agent approves Applicant and accepts this Offer, Applicant agrees to sign a Rental Agreement/Lease for the premises. Applicant understands that once this Offer is accepted, the premises are taken off the rental market and reserved for Applicant, and other potential applicants will be turned away. If Applicant, after being approved, chooses not to enter into the Rental Agreement/Lease as agreed, and pay the first month's rent and security deposit, Owner/Agent may deduct "rental damages" from monies received with this Offer to cover the lost opportunity to rent the premises. Per California law, "rental damages" constitute an amount equal to 1/30th of the above monthly rent for each day the premises are vacant from the date Applicant's tenancy was to begin, to the date the tenancy commences upon reletting, not to exceed 30 days. Owner/Agent, within twenty-one (21) days after the premises are relet, shall return to Applicant, to the Applicant's address shown below, any balance remaining, with an itemization of Owner/Agent's damages.

If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorneys' fees and costs.

By signing in the space provided below, Owner/Agent acknowledges receipt of this offer.

Applicant's Signature

Applicant's Signature

Applicant's Name (please print)

Applicant's Name (please print)

Applicant's Address

Applicant's Address

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Home Phone

Work Phone

()

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Home Phone

Work Phone

Date

Owner/Agent

