

Otis Terrace Apartments
TownHomes & Lagoon View Apartments
2149 Otis Drive
Alameda, CA 94501
510-522-1615 (phone) 510-779-5359(fax)
otisterrace@gmail.com
www.otisterrace.com

Lease Guarantor Eligibility Process and Application Prerequisite Checklist

Apartment Address: 2149 Otis Drive Apt# Alameda, Ca 94501

Rent Amount: \$ _____ per month for one year lease

Deposit Amount(s): Security Deposit = \$600.00 / Pet Deposit = \$500.00

The following requirements must be met before your Lease Guarantor can be considered:

- 1) An application fee of \$15.00 is required to process each Lease Guarantor's credit history. The Fee must be paid in the form of a check or money order paid to Hopkins Park Apartments. This FEE is NON-REFUNDABLE.
- 2) We will request a credit report, eviction report, and civil court records check from National Credit Reporting for the Lease Guarantor. Any negative reports may be cause for rejecting your application or any report with discrepancies in comparison with your application may be cause for rejection of your application.
- 3) The Lease Guarantor must produce a valid piece of photo ID and Social Security card (or recent pay check stub with Social Security # indicated). The photo ID provided must include the persons' current address. Possible forms of ID: driver's license, military ID, passport.
- 4) The Guarantor must provide verifiable proof of income equal to 2.75 times the monthly rent amount for the apartment for which the application is submitted in addition to the amount needed to meet his/hers own monthly debt obligations. Applicant(s) must submit a copy of their most recent pay stubs for one month's income or written verification of any income claimed to meet this requirement. This income must have been continuous for at least six (6) months prior to applying.
- 5) Signed Lease Guarantor Agreement (ATTACHED)

Application Checklist

- 1) \$15.00 for each applicant
- 2) One photo ID or copy and One Social Security Card or copy.
- 3) Most recent paycheck stubs for one month's income or written verification of income.
- 4) One fully completed and signed application for Lease Guarantor adult over 18.

Eligibility Determination

Applicants will be deemed ineligible based upon the resident selection criteria for the following reasons:

- 1) Failure to behave in a courteous, respectful, non-confrontational, non-violent manner during an interview or while on the property.
- 2) Falsification of any information provided on an application.
- 3) Poor Credit History
- 4) Income below required level.
- 5) Failure to provide requested information and proof of income and/or assets.
- 6) Eviction

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			



**Unauthorized Reproduction
of Blank Forms is Illegal.**



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)



CALIFORNIA APARTMENT ASSOCIATION CODE FOR EQUAL HOUSING OPPORTUNITY

The California Apartment Association supports the spirit and intent of all local, state and federal fair housing laws for all residents without regard to color, race, religion, sex, marital status, mental or physical disability, age, familial status, sexual orientation, or national origin.

The California Apartment Association reaffirms its belief that equal opportunity can best be accomplished through effective leadership, education, and the mutual cooperation of owners, managers, and the public.

Therefore, as members of the California Apartment Association, we agree to abide by the following provisions of this Code for Equal Housing Opportunity:

- We agree that in the rental, lease, sale, purchase, or exchange of real property, owners and their employees have the responsibility to offer housing accommodations to all persons on an equal basis.
- We agree to set and implement fair and reasonable rental housing rules and guidelines and will provide equal and consistent services throughout our residents' tenancy.
- We agree that we have no right or responsibility to volunteer information regarding the racial, creed, or ethnic composition of any neighborhood, and we do not engage in any behavior or action that would result in "steering."
- We agree not to print, display, or circulate any statement or advertisement that indicates any preference, limitations, or discrimination in the rental or sale of housing.



Rental Applicant Reference Request

- This form is used to obtain information regarding the rental history of applicants for rental housing.
- The information provided by the current or former Owner/Agent may be used solely for the purpose of evaluating the application for rental housing.
- The Owner/Agent requesting this information must receive authorization from the Applicant before obtaining the information. Such authorization is granted if Applicant's signature is provided in the signature box.
- Copies of this form and of the Applicant's signature are acceptable.
- The Applicant may be contacted to verify the authenticity of this request.

Name of Property Requesting Rental Reference:

Otis Terrace Apartments
2149 Otis Drive Alameda, CA 94501
510-522-1615; phone 510-779-5359; fax
otisterrace@gmail.com

Authorization by Rental Applicant for release of Rental Reference Information

I hereby authorize the release of the information requested on this Rental Applicant Reference Request to the Owner/Agent listed above. I hereby acknowledge that the Owner/Agent can make copies of this executed order to obtain the information requested.

Name _____ Phone _____

Signature _____ Date _____

Applicant's Rental Information

Address of Rental unit: _____

City: _____ State: _____ Zip: _____

Name of Owner/Agent: _____

Phone: _____ Fax: _____ Email: _____

Move In Date: _____ Move Out Date: _____ or Current Resident?

Rental Reference Information provided by former or current Owner/Agent

Did Applicant live at your property during the period indicated above? Yes No

If no, what were the dates of occupancy? From (month/year): ____/____/____ To (month/year): ____/____/____

How many times during the past 12 months did Applicant pay the rent late? 0 1-2 3-5 6 or more

Was any check from Applicant returned due to non-sufficient funds (NSF)? Yes No

Did you ever file for an unlawful detainer against Applicant for unpaid rent? Yes No

If yes, what was the result: _____

Does Applicant owe any amount for delinquent rent, utilities or damage to unit? Yes No

Did Applicant provide notice for ending tenancy according to the terms of the rental agreement? Yes No

Did you ever serve a Three Day Notice to the Applicant? Yes No

If yes, explain: _____

Information provided by Name: _____ Phone # _____

Information obtained via: phone _____ mail _____ fax _____

Otis Terrace Apartments & Town Homes Holding Deposit Agreement

On _____ (date), Owner/Agent received, in the form of a *cashier's check* or *money order* for \$600.00 as a holding deposit from the undersigned, hereinafter called "Applicant" as consideration for the Owner/Agent's agreement to take off the rental market the premises located at 2149 Otis Drive Apt # Alameda, CA 94501

Applicant understands that once this Agreement is signed by Applicant, and the holding deposit is received by Owner/Agent, the premises will be taken off the rental market and reserved for Applicant, and other potential applicants will be turned away. Note that a binding rental agreement will be subject to Owner/Agent's acceptance of Applicant's application, and subject to Owner/Agent and Applicant entering into a separate rental/lease agreement. However, this Holding Deposit Agreement will be binding upon execution by Owner/Agent and Applicant. The monthly rent under the rental/lease agreement will be \$ _____ per month and the term of the rental/lease agreement will be as follows:

A fixed term of one year (12 months), beginning on _____ and ending on _____.

Denial of Application by Owner/Agent; Deposit Refund. If Applicant's application is not approved within five (5) business days from the date of this agreement Owner/Agent will refund to Applicant the entire deposit amount within seven (7) business days from the date that the Applicant was notified that the application was not approved.

Acceptance of Application. If Owner/Agent approves Applicant, Applicant must sign a rental/lease agreement (in a form acceptable to Owner/Agent) for the premises within five (5) business days of notice of Applicant's acceptance, or Owner/Agent will retain the deposit as "lost rental damages" incurred by Owner/Agent as a result of holding the subject premises off market. If Applicant signs a rental/lease agreement, Owner/Agent and Applicant will apply the holding deposit to the security deposit. If there is inconsistency between the terms of this Holding Deposit Agreement, and a rental/lease agreement signed by the parties, the terms of the rental/lease agreement will control. In the event the Applicant signs a rental/lease agreement and the unit is not available on the beginning date of the rental/lease agreement due to a prior tenant holding over, the Applicant's damages shall be limited to a return of the holding deposit, any security deposit and any advance payment of rent.

Applicants with Pets. This holding deposit is accepted with the understanding that you have read, agree to, and will submit all required documentation outlined in the Pet Policy & Pet Agreement. Your failure to provide the required documentation at least *10 days prior to the start date* of your lease contract will prevent you from bringing the pet(s) onto the property.

Applicant's Failure to Enter into Rental/Lease Agreement. If Applicant, after approval, chooses not to enter into the rental lease agreement, Owner will retain the entire holding deposit.

Applicant's Signature (date)

Applicant's Signature (date)

Applicant's Name

Applicant's Name

Applicant's Address

Applicant's Address

Applicant's Contact Phone #

Owner/Agent

CITY OF ALAMEDA
RENT PROGRAM
www.alalamedarentprogram.org
PH: (510) 747-4346 FAX: (510) 522-7848 EMAIL: rrac@alalmedahsg.org

Notices and Materials to be Provided to a Tenant

Section 6-58.20, Alameda Municipal Code

Instructions: This is a sample form that a landlord may use to notice a tenant of Ordinance 3148.

Important:

1. It is NOT a requirement for a landlord to file this form with the Program Administrator.
2. A landlord and tenant should keep a copy of this document for their records.
3. This form may be given to the tenant as a PDF email if the tenant has access to internet.

The City of Alameda's Rent Review, Rent Stabilization, and Limitations on Evictions Ordinance (Ordinance 3148), effective March 31, 2016, requires that a landlord provide a current or prospective tenant the following:

- a) a written notice that the tenant's rental unit is subject to the Ordinance
- b) a copy of the Ordinance as it exists at the time of the notice
- c) a copy of the current City regulations that implement the Ordinance
- d) a copy of the current information materials provided by the City

Instead of providing a hard copy of the above listed documents to a tenant, a landlord may satisfy the Ordinance by providing a tenant with access information on how to find the documents on the internet. If, however, the tenant does not have internet access or requests hard copies of the documents, the landlord must provide hard copies.

The documents may be found on the internet as follows:

Information about Ordinance 3148:

The Alameda City Council recently adopted Ordinance 3148 concerning Rent Review, Rent Stabilization and Limitations on Certain Evictions in the City that became effective on March 31, 2016.

Beginning March 31 2016, there are new requirements concerning the following:

- ✓ Noticing rent increases
- ✓ Offering leases
- ✓ Increasing rent more than 5%
- ✓ Noticing a termination of tenancy
- ✓ Providing relocation assistance in connection with certain termination of tenancies
- ✓ Requiring Capital Improvement Plans in connection with substantial rehabilitation of rental units

Learn about your rights by visiting the website:

www.alamedarentprogram.org



On the website you will find the following information about Ordinance 3148:

- A copy of Ordinance 3148
- An informational packet
- Frequently Asked Questions
- Registration for in-person educational workshops

By signing this form, you acknowledge that you have received the information listed above regarding where to find the information required by Ordinance 3148.

Tenant

Print Name _____ Signature _____ Date _____

Optional: Tenant May Request Hard Copies of Ordinance 3148 and Informational Packets

Fill out the following statement if you would like to receive hard copies of the materials.

I, _____, (the Tenant signing above) request the information listed in Section 6-58.20 in Ordinance 3148 be given to me as a hard copy because I do not have reasonable access to internet.

This document is a public record and is subject to disclosure under the California Public Records Act and the City of Alameda's Sunshine Ordinance.

GUARANTEE OF RENTAL AGREEMENT

In consideration of the execution of the rental agreement, dated _____, for the premises located at 2149 Otis Drive,
Apartment # _____ Alameda, CA Otis Terrace Apartments c/o Berger Enterprises as Owner/Agent for Owner and
_____ as Tenant, and for valuable consideration, receipt of which is hereby acknowledged, the undersigned
_____ herein the Guarantor, does hereby guarantee unconditionally to Owner, Owner's Agent, and/or
Owner's successor and assignee, the prompt payment by Tenant of the rent of any other monies which become due pursuant to the Rental
Agreement, a copy of which is attached hereto, including any and all court costs or attorney's fees incurred in enforcing the Rental Agreement.
In the event of the breach of any terms of the Rental Agreement by Tenant, Guarantor shall be liable for any damages, financial, physical, or
otherwise, caused by Resident, including any legal fees incurred in enforcing the Rental Agreement.
This Guarantee may be immediately enforced by Owner or Agent for Owner upon any default by the Tenant and in action against the
Guarantor may be brought at any time without first seeking recourse against Tenant.
The insolvency of Tenant or nonpayment of any monies due from Tenant may be deemed a default giving rise to action by Owner or Agent for
Owner against Guarantor.
This guarantee does not confer a right to possession of the premises by Guarantor, and Owner or Agent for Owner is not required to serve
Guarantor with any notices to terminate or to perform covenants, including any demand for payment of rent, prior to Owner or Agent for
Owner proceeding against Guarantor's obligations under this Guarantee.
Unless released in writing by Owner or Agent for Owner, Guarantor shall remain obligated by the terms of this Guarantee for the entire period
of the tenancy provided by the Rental Agreement and for any extensions granted pursuant thereto.

Guarantor (Signature)

Date:

Guarantor's Name (Print)

Address

City

State

Zip-Code

Home Telephone

Work Telephone