

# General Lease Application Competition Realty LLC



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IF ACCEPTED/APPROVED [AS EVIDENCED BY THE BELOW MANUALLY AFFIXED SIGNATURE(S) BY LANDLORD OR BROKER AND/OR BROKER'S AGENT, THIS IS/BECOMES A LEGALLY BINDING CONTRACT (IF NOT UNDERSTOOD, SEEK COMPETENT ADVISE BEFORE SIGNING) - DISCLAIMER REGARDING ELECTRONIC SIGNATURE(S) - FOR THE PURPOSES OF THIS DOCUMENT AND ALL DOCUMENTS THAT RELATE TO (I)THIS APPLICATION AND (II)ALL OTHER CONTRACTS OR (III) AGREEMENTS THAT RELATE TO THIS APPLICATION, ELECTRONIC SIGNATURE RULES DO NOT APPLY TO THIS (I)THIS APPLICATION AND (II)ALL OTHER CONTRACTS OR (III) AGREEMENTS THAT RELATE TO THIS APPLICATION. IN THIS MATTER THE APPLICATION IS/SHALL BE CONSIDERED COMPLETE ONLY WITH MANUALLY-AFFIXED ORIGINAL SIGNATURES ON ORIGINAL DOCUMENTS. IT SHALL BE SUFFICIENT GROUNDS FOR THE LANDLORD OR BROKER TO DECLINE THE APPLICANT(S)' APPLICATION FOR APPLICANT(S)' (A)FAILURE TO (I) PROVIDE AN ORIGINAL RESOLUTION [AFFIXED WITH ORIGINAL MANUAL SIGNATURES] FROM THE APPLICANTS PRINCIPAL[S] - SETTING FORTH THE APPLICANT'S AUTHORITY FROM ITS PRINCIPAL[S] TO ACT IN THIS MATTER IN/ON THE PRINCIPAL[S]' BEHALF [IF THIS APPLICATION IS BEING SUBMITTED ON BEHALF OF ANY ENTITY OTHER THAN THE INDIVIDUAL APPLICANT] (II) FULLY COMPLETE OR PROVIDE ACCURATE/CORRECT INFORMATION AS REQUESTED HEREIN (B) APPLICANT(S) CHANGING [I] ANY PART OF THIS APPLICATION [II] CHANGING ANY PART OF THE ATTACHED LEASE. **THIS APPLICATION SHALL BECOME A PART OF THE LEASE.**

APPLICANT(S) [FOR THE PURPOSES OF THIS APPLICATION AND THE LEASE HEREIN REFERENCED THE TERM APPLICANT SHALL INCLUDE ANY (I)INDIVIDUAL COMPLETING THIS APPLICATION - ON HIS/HER BEHALF OR ON THE BEHALF OF ANY BUSINESS ENTITY THAT MAY EXIST UNDER THE LAWS OF THE COMMONWEALTH OF VIRGINIA, (II)THE BUSINESS ENTITY THAT MAY EXIST UNDER THE LAWS OF THE COMMONWEALTH OF VIRGINIA - ITS OFFICERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, ASSOCIATES, GUARANTOR(S)] OR ANY ONE ACTING IN CONCERT WITH THE APPLICANT(S)] REFERENCED AUTHORIZE LANDLORD OR BROKER AND/OR BROKER'S AGENT TO:

(1) VERIFY THE INFORMATION HEREIN CONTAINED AND TO THIS END [AND NOT LIMITED TO] THE APPLICANT(S) AGREE TO PROVIDE (I)INDIVIDUAL [PARTNERS/OFFICERS/MANAGERS AND THEIR SPOUSES] AND COMPANY FEDERAL INCOME TAX RETURNS TO THE LANDLORD AND/OR HIS AGENT FOR THE THREE PRIOR YEARS (II) PROVIDE REVIEWED AND/OR AUDITED (AS PER GENERALLY ACCEPTED ACCOUNTING PRINCIPLES STANDARDS) FINANCIAL STATEMENTS FOR EACH OF THE APPLICANTS FOR THE PAST THREE YEARS

(2) TO MAKE CREDIT AND REFERENCE INQUIRES DEEMED NECESSARY BY THEM:

(A) FOR THE PURPOSES OF THIS APPLICATION

(B) DURING THE TERM(S) OF ANY LEASE OR ANY EXTENSION THEREOF RESULTING FROM THIS APPLICATION

(C) WHILE THE TENANT HAS ANY OUTSTANDING OBLIGATIONS UNDER THE TERMS OF THE HEREIN DESCRIBED LEASE - LANDLORD'S RIGHT TO THIS INFORMATION SHALL SURVIVE THE EXPIRATION OF SAID LEASE WHILE THERE ARE OUTSTANDING OBLIGATIONS UNDER THE PROVISIONS OF SAID LEASE.

APPLICANTS ALSO AUTHORIZE THE RELEASE OF INFORMATION (I) FROM THE BANKS AND REFERENCES HEREIN NAMED (II)CONTAINED ON THIS APPLICATION (III)OR SOUGH BY SUCH INQUIRIES (IV) FEDERAL/ STATE/LOCAL LICENSING AND TAXING AUTHORITIES. IN MAKING THIS APPLICATION, IT IS UNDERSTOOD THAT AN INVESTIGATIVE CONSUMER AND/OR COMMERCIAL REPORT MAY BE PREPARED WHEREBY INFORMATION IS OBTAINED THROUGH PERSONAL INTERVIEWS WITH NEIGHBORS, FRIENDS, BUSINESS ASSOCIATES, OR OTHERS WITH WHOM APPLICANTS ARE ACQUAINTED. THIS INQUIRY INCLUDES INFORMATION AS TO CHARACTER, GENERAL REPUTATION, PERSONAL CHARACTERISTICS AND MODE OF LIVING AND CONDUCTING BUSINESS OF THE APPLICANT(S). APPLICANT(S) HAVE THE RIGHT TO MAKE A WRITTEN REQUEST AS PERMITTED BY LAW, WITHIN A REASONABLE PERIOD OF TIME TO RECEIVE ADDITIONAL, DETAILED INFORMATION ABOUT THE NATURE AND SCOPE OF THIS APPLICATION. IF THIS APPLICATION IS ACCEPTED BY THE BROKER OR LANDLORD, APPLICANT(S), INDIVIDUALS AND/OR THE BUSINESS JOINTLY AND SEVERALLY AGREE TO EXECUTE A LEASE OF THE PROPERTY IN THE FORM WHICH HAS BEEN EXHIBITED TO APPLICANT(S) BY LANDLORD OR BROKER AND/OR BROKER'S AGENT AND APPLICANT(S) AGREE TO PAY THE DEPOSITS AND RENTS HEREIN SHOWN AND THE RENTAL FOR ONE MONTH BEFORE OCCUPATION OF THE PROPERTY.

AGENCY DISCLOSURE: THE PARTIES CONFIRM THAT IN CONNECTION WITH THE TRANSACTION CONTEMPLATED BY THE LEASE COMPETITION REALTY LLC THE LEASING BROKER AND ITS AGENT(S), HAVE ACTED ON BEHALF OF THE LANDLORD AND AS THE LANDLORD'S AGENT. THE PARTIES ALSO CONFIRM, WITH RESPECT TO THEIR OWN REPRESENTATION, THAT DISCLOSURE OF THE AGENCY RELATIONSHIPS DESCRIBED HEREIN WAS MADE IN WRITING AT THE TIME SPECIFIC REAL ESTATE ASSISTANCE WAS PROVIDED BY THE BROKER AND ITS AGENT(S).

THE UNDERSIGNED BROKER/AGENT HEREBY ACKNOWLEDGES RECEIPT FROM THE APPLICANT(S) ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_ OF A NON-REFUNDABLE APPLICATION FEE IN THE SUM OF \$125.00 BY CASH OR CERTIFIED FUNDS PAYABLE TO COMPETITION REALTY LLC AS AN APPLICATION FEE ON THE PROPERTY.

Received By \_\_\_\_\_ DATE \_\_\_\_\_

The Applicant[s] herein named hereby apply on \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ to Competition Realty LLC (Broker), as the leasing agent for the Landlord [if this application is not returned fully completed and executed by the applicant(s) and/or its principal[s] to the broker within 5 days of the aforesaid date - times is of the essence - this application becomes void] for lease of the following described property located at:

PROPERTY ADDRESS: \_\_\_\_\_

(THE PROPERTY) FOR OCCUPANCY BEGINNING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_ AND ENDING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ WITH RENT AND DEPOSITS TO BE PAID AS FOLLOWS:

RENT IS DUE LANDLORD WITHOUT PRIOR DEMAND BEING MADE AND WITHOUT OFFSET OF ANY KIND: MONTHLY INSTALLMENT SCHEDULE OF TERM RENTAL OF THE LEASED PREMISES SHALL BE PAID AS FOLLOWS:

\$	before or on the first day of each month during the 1st year of this lease from		to	
\$	before or on the first day of each month during the 2nd year of this lease from		to	
\$	before or on the first day of each month during the 3rd year of this lease from		to	
\$	before or on the first day of each month during the 4th year of this lease from		to	
\$	before or on the first day of each month during the 5th year of this lease from		to	

As a further part of the consideration of the lease, Tenant agrees that he will each year during the term of the lease, or any renewal, extensions, or taking of additional space, promptly pay to Landlord as additional rent, on demand, Tenant's proportionate share of REAL ESTATE TAXES, SPECIAL or other GOVERNMENTAL (federal, state, local)/MUNICIPAL (ASSESSMENTS)/TAXES of what ever nature, INSURANCE and utilities (water, sewage, electric, etc) - if applicable - on the herein described premises. Tenant's proportionate share shall mean the percentage arrived by dividing the square feet leased by Tenant by the total net leasable space in the building

as determined by Landlord. Tenant's obligation to Landlord as set forth herein shall survive the expiration date of the lease and the expiration date of any renewal term thereof. The assessment, tax, insurance and utility bills/statements from the issuing authorities shall be sufficient evidence of the amount of the utility expense(s), insurance premium, assessment(s), and/or tax liability. The Landlord's intent is for the lease to be a net lease - with the tenant being responsible to pay all of the operational expenses of the property (insurance premiums, maintenance, utilities and repair expenses and taxes and assessments) so that the rental received by the landlord is entirely net to him over and above any of the operational expenses of the property and for the sums related to these items being due as additional rent when they occur and as herein provided for under the provisions of rent and additional rent payment(s) with the exception of any mortgage payments. Currently tenant's annual approximate proportionate share are: taxes(assessments): \$\_\_\_\_\_.\_\_\_\_; insurance \$\_\_\_\_\_.\_\_\_\_; utilities \$\_\_\_\_\_.\_\_\_\_; other \$\_\_\_\_\_.\_\_\_\_ with the tenant's monthly installment payment on these items being approximately \$\_\_\_\_\_.\_\_\_\_ due as additional rent.

The Tenant shall, on demand, pay as additional rent for the succeeding month as set forth herein , any increase of premium for the insurance of the building or premises or any part, above the least hazardous rate that may be imposed in consequence of the use or occupation of the premises by the Tenant. The insurance bill shall be sufficient evidence of the amount of the increase of the insurance premium. Tenant shall, on demand, pay as additional rent, any and all monies due the Landlord as stipulated under the lease and these sums shall be cumulative.

The rents shown hereon are based on (i) the premises being taken as is;(ii) no changes being made to this lease application or the lease attached hereto; (iii)a clear background and credit check on all parties shown on this application; (iv)and all parties [partners/officers/managers and their spouses] endorsing all terms of this application, the lease and landlord's rules.

Applicants agrees to DEPOSIT (which is to be held by the **Broker Owner**) the sum of (\$\_\_\_\_\_.\_\_\_\_) as a rental deposit and that the Landlord shall apply these deposits for the faithful performance of the lease -the said deposit to be paid as follows:

\$\_\_\_\_\_.00 at the execution of the lease; and \$\_\_\_\_\_.00 on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and \$\_\_\_\_\_.00 on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

The demised premises shall be used for the purpose of conducting therein:

and for no other purpose whatsoever.

**APPLICANT INFORMATION:**

Has the applicant, co-applicant or principal[s] named in the aforesaid resolution filed any form of Bankruptcy or have any Outstanding Judgements or been garnished, or have any account in collection ? Yes  No

COMPANY NAME: (Legal Name)	
TRADING AS:	
COMPANY ADDRESS:(Legal Address)	
TELEPHONE NUMBER(s):	
Fax Number / E-mail Address/ Web Url	
Type of Business (Sole/partnership/ LLC/corp., Etc)	
NUMBER OF YEARS IN BUSINESS	
State and Date of Registration / Incorp	
Current Landlord/phone number	
YEARS AT THIS LOCATION	
FEDERAL I.D. NO.	
APPLICANT'S NAME	
Applicant's Social Security no	
HOME ADDRESS & PHONE NO.	
PREVIOUS HOME ADDRESS	
MAKE AND MODEL OF AUTO	
YEAR AND LICENSE NUMBER	
OWN/RENT HOME RENT/MORT	
CO-APPLICANT'S NAME	
Co-applicant's Social Security	
HOME ADDRESS & PHONE NO.	
PREVIOUS HOME ADDRESS	
MAKE AND MODEL OF AUTO	
YEAR AND LICENSE NUMBER	
OWN/RENT HOME RENT/MORT	

# APPLICANT(S)' PERSONAL EMPLOYMENT AND INCOME INFORMATION

<b>APPLICANT</b>	<b>CO-APPLICANT</b>
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USE ADDITIONAL PAPER IF NECESSARY

	CURRENT	FORMER	CURRENT	FORMER
EMPLOYER				
EMPLOYER'S ADDRESS				
Employer's Phone No.				
TYPE OF BUSINESS				
HOW LONG EMPLOYED				
SUPERVISOR				
Take Home Pay from Employer				
OTHER INCOME				

\*If less than two years give former employment

\*\*Applicant need not disclose alimony, child support, or separate maintenance income or its source, unless applicant wishes it to be considered for the purposes of the lease.

APPLICANTS AUTHORIZE THE BANKS / REFERENCES / TRADE REFERENCES HEREIN NAMED TO RELEASE AND DISCUSS WITH LANDLORD AND BROKER ANY AND ALL INFORMATION THAT RELATES TO THE ACCOUNTS HERE IN NAMED. IF THE APPLICANT(S) ARE APPLYING ON THE BEHALF OF A BUSINESS THE APPLICANT(S) HEREIN CERTIFY THEY ARE EMPOWERED TO ACT ON BEHALF OF THE BUSINESS AND APPLY FOR AND SIGN THE REQUIRED DOCUMENTS TO OBTAIN THE HEREIN DESCRIBED LEASE - INCLUDING THE LEASE ITSELF.

<b>APPLICANT</b>	<b>CO-APPLICANT</b>
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	WITH	ACCOUNT NUMBER	WITH	account number
CHECKING				
SAVINGS				
VISA				
MASTER CARD				
OTHERS				

**MEMBERS / PARTNERS OR CORPORATE OFFICERS / USE ADDITIONAL PAPER IF NEEDED**

NAME	TITLE	TELEPHONE

*REGISTERED AGENT'S NAME*

*REGISTERED AGENT'S ADDRESS*

**BANK REFERENCES (All Accounts Are To Be Given) USE ADDITIONAL PAPER IF NEEDED**

BANK NAME AND ADDRESS	ACCOUNT NUMBER(S)	CONTACT NAME AND PHONE

**TRADE/CREDIT REFERENCES (List all outstanding balances use additional paper if necessary)**

TRADE REFERENCE AND ADDRESS	ACCOUNT NUMBER(S)	CONTACT NAME AND PHONE

Signature of Applicant
Signature of Co-Applicant
Signature of Co-Applicant
Signature of Co-Applicant

**Applicant Do not Write Below**

Application Approved By	Date
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