



The Hamilton, 4735 W. 123rd Street, Savage, MN 55378

Phone: 952-890-8533, Fax: 952-890-7521

How did you hear of The Hamilton? _____

APPLICANT INFORMATION

IMPORTANT: This application must be filled out completely by each individual seeking to go on the Waiting List per household. Management does not take an application fee or deposit at the time that an applicant goes on the Waiting List. Management takes the application fee and deposit at the time of applying for a specific apartment. A copy of this completed application and a copy of the application fee serves as a receipt of the non-refundable \$25.00 application fee. Please retain a copy and send your completed application to: **The Hamilton, 4735 W. 123rd Street, Savage, MN 55378.** Out of MN non-refundable application fee is \$35. Thank you~

MANAGER MUST COMPLETE THIS ENTIRE SECTION			
BUILDING ADDRESS: _____		APT.# _____	REFERRED BY _____
LEASE DATES: FROM _____ TO _____		MOVE IN DATE: _____	LEASING AGENT _____
MONTHLY RENT\$ _____	GARAGES\$ _____	DEPOSIT DATE: _____	DEPOSIT AMT.\$ _____
LAST NAME:	FIRST NAME:	MIDDLE NAME:	HOME PHONE: CELL PHONE: WORK PHONE:
SOCIAL SECURITY #:	DATE OF BIRTH:	DRIVERS LICENSE # AND STATE:	WHAT SIZE APARTMENT ARE YOU SEEKING?
PRESENT ADDRESS:		CITY:	STATE: ZIP:
UNIT #:	FROM: TO:	RENT \$:	LANDLORD OR COMPLEX NAME & PHONE:
PREVIOUS ADDRESS:		CITY:	STATE: ZIP:
UNIT#:	FROM: TO:	RENT \$:	LANDLORD OR COMPLEX NAME & PHONE:
APPLICANTS PRESENT EMPLOYER:	PHONE #:	POSITION:	DATES:
ADDRESS:	PART/FULL TIME:	SUPERVISOR:	SALARY (PLEASE PROVIDE DOCUMENTATION OF INCOME)
OTHER MONTHLY INCOME AND AMOUNT (PLEASE PROVIDE DOCUMENTATION OF INCOME)			
OTHER MONTHLY INCOME AND AMOUNT (PLEASE PROVIDE DOCUMENTATION OF INCOME)		APPLICANT EMAIL ADDRESS:	
VEHICLE INFORMATION: LICENSE #		YEAR:	MAKE & MODEL
Have you filed bankruptcy? YES / NO If yes, please explain:	Have you ever been evicted or asked to move? YES / NO Have you ever refused to pay rent? YES / NO	HAVE YOU BEEN CONVICTED OF A GROSS MISDEMEANOR OR FELONY? YES / NO	DO YOU HAVE A LEGAL RIGHT TO BE IN THE UNITED STATES? <input type="checkbox"/> Yes, I am a citizen. <input type="checkbox"/> Yes, I have valid documentation from the U.S. Dept. of Immigration and Naturalization (INS) that allows me to be in the country. <input type="checkbox"/> No

I authorize Great Lakes Management whose address is 12755 State Highway 55, Suite 125 Plymouth, MN 55441 to investigate my criminal history, residential, employment and income history, bank and credit history for the purpose of housing and/or employment. The source of the information may come from but is not limited to: credit bureaus; banks and other depository institutions; current and former employers; federal or state records including State Employment Security Agency records; county or state criminal records as follows, or other sources as required. It is understood that a photocopy or facsimile copy of this form will serve as authorization. I / We understand failure to complete this form completely and truthfully may result in denial and/or forfeiture of deposit. This authorization is for this transaction only and continues in effect for one (1) year unless by state law, in which case the authorization continues in effect for the maximum period, not to exceed one (1) year, allowed by law.

Signature _____

Date _____





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Statement of Rental Policy

All persons are free at any time to apply for residency; however, in order to reside at **The Hamilton** in our community we **require** that **each applicant meet our rental criteria**. Before you fill out our Rental Application, you must review, sign and date the following criteria. Note that the term “*Applicant*” provided below **applies to all residents to be identified on the Residential Lease**. Nothing contained in these criteria shall constitute a guarantee or representation by **The Hamilton** prior to these criteria going into effect. Our ability to verify whether these criteria have been met is limited to the information we receive from the resident credit reporting service used. **If all applicants do not meet all criteria, an application will not be approved.**

All applications are subject to approval by Great Lakes Management, the property management company, and will be based on the following criteria:

1. This community requires the Head of Household or Co-Head of Household to be 55 years of age or older, verifiable with application. Applicant(s) must **have a photo ID**. Persons under the age of 18 are not allowed to reside at the community.
2. **Occupancy guidelines:** The occupancy standard 1-bedroom apartment is 2 persons. The occupancy standard for a 1-bedroom plus den apartment is 3 persons. The occupancy standard for a 2-bedroom apartment is 4 persons.
3. **Deposits and Application Fees:** An application must be completed when placing a deposit on an apartment. Additionally, a **\$25 non-refundable application fee** is required for the processing of criminal, credit, employment and rental background checks. **An out of Minnesota background check is \$35 non-refundable application fee**. The pre-lease deposit and application fee must be paid in two separate checks and the checks must either be from the applicant’s checking account or be paid by money order. Only pre-printed checks will be accepted. If an applicant should require a Guarantor, a \$25 non-refundable application fee is required to process the Guarantor application. (\$35.00 if out of state.)

If an application is not approved or canceled within 24 hours of approval, the pre-lease deposit will be refunded to you. If an application is rejected for any reason not listed on this Statement of Rental Policy, you are entitled to a refund of the application fee within one (1) business day.

Please choose one of the following options of return:

- By mail to:* _____
- Destroy checks or money orders*
- Hold for 24 hours for retrieval by Applicant*

4. **Income Requirements:** Gross Monthly Income must be two times the monthly rent amount. If the applicant does not meet this guideline, Management may look at other compensating factors in the approval process.
5. **Residential History:** Applicants must provide current and previous verifiable residential history with a rental housing community and must have been a leaseholder. An application will not be approved if there is an outstanding balance due to a rental housing community or mortgage company. Should an applicant have a balance or failed to fulfill a lease agreement with another housing rental company, the applicant will need to provide a **written statement from the rental, management, or mortgage company that the balance has been paid**. Additionally, all applicants must have an acceptable rental history with **no prior history of default in lease obligations or community policies**. If we are unable to verify your previous landlords and/or references, we reserve the right to deny the application.

The following information must be able to be verified:

- | | |
|------------------------------------|-----------------------------------|
| (a) Length of residency, | (c) Adherence to community policy |
| (b) Consistent and timely payments | (d) Proper notice given |

Unlawful Detainer(s) or eviction(s) filed in the last three years will be reason(s) for immediate denial of an application. Any Unlawful detainers or evictions filed for the two years prior to this must be satisfied in full with proof thereof.

6. Credit and Criminal Background Check:

- a. Applicants will need a **credit risk score of 600 points or more**. Applicants with credit scores below 600 may be considered. Co-signers or additional deposits may be required.
- b. Any collection or judgement must have a zero (\$0) balance or written payment arrangement(s).
- c. In case of bankruptcy all adverse credit ratings must be included in the bankruptcy.
- d. A criminal background check will be conducted and must be able to be completed on each applicant. The inability to obtain a complete criminal background check, any felony or gross misdemeanor charge(s)and/or conviction(s) may be grounds for the immediate denial of an application. Management reserves the right to reject an applicant who has an incomplete background check or who has a criminal history including, but not limited to, crimes against person or property, crimes involving drugs, weapons, dishonesty, or prostitution, any felonies, gross misdemeanors, and misdemeanors involving violence. Management reserves the right to approve or deny an application that reports a gross misdemeanor or higher conviction if there have not been any additional convictions in the last 20 years.

7. **Business Relationship:** The relationship between a landlord and tenant is a business relationship. A courteous and businesslike attitude is required from both parties. We reserve the right to refuse rental to anyone who is verbally abusive, swears, is disrespectful, makes threats, has been drinking or is otherwise under the influence of some substance, is argumentative, or in general displays an attitude at the time of the unit showing and application process that causes management to believe we would not have a positive business relationship.

8. **Other Reasons for Denial:** While this Statement of Rental Policy lists the primary standards required for tenancy, it does not and cannot list all of the reasons why an Applicant may be denied at this community.

Note: Should questions arise regarding information received from your credit report, contact:

Rental History Reports (RHR)
7900 W. 78th Street, Suite 400 Edina, MN 55439

Lease Signings: All leaseholders must be physically present for lease signing and physically able to sign the lease, unless otherwise approved by Management. No personal belongings will be permitted in an apartment prior to move in.

Great Lakes Management, as managing agent, is fully committed to equal housing opportunity. We do not discriminate against anyone on the basis of race, color, creed, religion, gender, disability, familial status, national origin, affection preference, marital status or receipt of public assistance.

Great Lakes Management and The Hamilton adhere to the Fair Housing Law (Title VIII of the Civil Rights Acts of 1968 as amended by the Housing and Community Development Act of 1974 and the Fair Housing Amendment of 1988) which stipulates that it is illegal to discriminate against any person in housing practices because of race, color, creed, religion, gender, national origin, disability, familial status, affectional preference, marital status or receipt of public assistance.

“THIS IS AN EQUAL HOUSING OPPORTUNITY COMMUNITY.”

I have read and understand the rental policies of this community and hereby authorize Great Lakes Management Company, the landlord of The Hamilton, to conduct all credit and background checks they deem necessary or advisable to determine my eligibility for residency at the property.

Applicant Signature and Date

Applicant Name (Printed)

Applicant Signature and Date

Applicant Name (Printed)



Smoke-Free Lease Addendum



Attorney Douglas J. Carney, of Hanbery, Neumeyer & Carney, P.A., prepared the initial version of this Model Lease Addendum. He received ongoing advice, consultation, and recommendations from a legal advisory committee that included attorneys who regularly advise property owners and managers, who serve as tenant attorneys and advocates, or who advise public housing agencies. Representatives from Center for Energy and Environment and Association for Nonsmokers-Minnesota were also on the committee. The modification about where smoking is allowed (Section 3) was included by Initiative for Smoke-Free Apartments. The addition of language addressing electronic cigarettes was added by Warren Ortland of the Public Health Law Center.

Tenant and all members of Tenant's family or household are parties to a written lease with Landlord (the Lease). This Addendum states the following additional terms, conditions and rules which are hereby incorporated into the Lease. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

1. Purpose of No-Smoking Policy. The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building;

2. Definitions:

Smoking. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted or heated cigar, cigarette, or other tobacco product or plant product in any manner or in any form. Smoking also includes use of an electronic cigarette.

Electronic Cigarette. The term "electronic cigarette" means any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as she or he simulates smoking. The term shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes or under any product name.

3. Smoke-Free Complex. Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit or on the balcony rented by Tenant, or the building where the Tenant's dwelling is located or in any of the common areas or adjoining grounds of such building or other parts of the rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.

4. Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations. Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant's apartment unit.

5. Landlord to Promote No-Smoking Policy. Landlord shall post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places adjoining the grounds of the apartment complex.

6. Landlord Not a Guarantor of Smoke-Free Environment. Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental

complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.

7. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement. Tenant agrees that the other Tenants at the complex are the third-party beneficiaries of Tenant's smokefree addendum agreements with Landlord. *(In layman's terms, this means that Tenant's commitments in this Addendum are made to the other Tenants as well as to Landlord.)* A Tenant may sue another Tenant for an injunction to prohibit smoking or for damages, but does not have the right to evict another Tenant. Any suit between Tenants herein shall not create a presumption that the Landlord breached this Addendum.

8. Effect of Breach and Right to Terminate Lease. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Addendum shall be a material breach of the lease and grounds for immediate termination of the Lease by the Landlord.

9. Disclaimer by Landlord. Tenant acknowledges that Landlord's adoption of a smokefree living environment and the efforts to designate the rental complex as smoke-free do not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as smokefree any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other landlord obligation under the Lease.

Resident _____ Date _____

Resident _____ Date _____

Resident _____ Date _____

Management _____ Date _____