



The Hamilton, 4735 W. 123<sup>rd</sup> 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. 123<sup>rd</sup> Street, Savage, MN 55378.** Out of MN non-refundable application fee is \$35. Thank you~

<b>MANAGER MUST COMPLETE THIS ENTIRE SECTION</b>			
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 _____	
GREAT LAKES MANAGEMENT, 12755 State Highway 55, Suite 125 Plymouth, MN 55441, Phone 763 - 377-1800			



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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.***

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Applicant Signature and Date

Applicant Name (Printed)

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Applicant Signature and Date

Applicant Name (Printed)

## **Smoke-Free / Fire Safety Lease Addendum**

The undersigned Resident is a party to a written lease (the Lease) with The Hamilton (“Landlord”). This Smoke-Free / Fire Safety Lease Addendum (this “Addendum”) includes the following additional terms, conditions and rules which are hereby incorporated into the Lease and are effective as of the date signed by Resident or for residents that are already under Lease upon notification to residents of adoption of this Smoke-Free / Fire Safety Lease Addendum as part of the building rules for the rental community or building. Unless otherwise defined herein, capitalized terms shall have the meaning given to them in 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/ Fire Safety Policy.** The parties desire to (i) mitigate the irritation and known health effects of secondhand smoke; (ii) mitigate the increased maintenance, cleaning, and redecorating costs from smoking; (iii) mitigate the increased risk of fire from smoking; (iv) mitigate the higher costs of fire insurance for a non-smoke-free building; (v) to improve the enforcement of this Smoke-Free / Fire Safety Addendum and policy by broadly defining and prohibiting any sources of smoke, odors, or fire safety risks whether or not from smoking of a tobacco product or similar, so as to provide a living environment free from smoke odors or particles and reduce fire safety risks from any source; and (vi) prohibit and prevent currently unknown and uncertain adverse health or addiction effects associated with electronic cigarettes.

**2. Definitions:**

**Smoking, No “lit” Items.** The term “smoking” refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, or vaporizer containing tobacco or a tobacco product while that tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such a product. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products including but not limited to any lit product that may emit smoke, whether or not inhaled, such as incense, sage, marijuana, including medical cannabis, candles, scented candles, lamps, or lanterns. Resident acknowledges that many tenants choose a smoke-free building because they are very sensitive to any perceived smoke odors or smoke particles. Whether it is burning incense, or some other product, Management need not prove such smoking or burning item is inhaled or is unsafe or unhealthy. If it is a source of smoke, odors or smoke particles that is perceptible to other tenants or could be upsetting to persons that have intentionally chosen to live at a “smoke-free” rental property, it is not permitted under this Addendum. Resident is advised that this Addendum is broadly intended to promote fire safety at the premises in addition to providing a smoke-free living environment. With those goals in mind, all forms of “lit” items, other than a stove burner that is furnished as part of the appliances for the unit, are prohibited. For purposes of this Addendum the definition of smoking shall broadly include anything that is “lit” and could produce any smoke odors, smoke particles, or present a fire safety risk.

**Electronic Cigarette or Vaping Devices.** The term “electronic cigarette/Vaping Devices” means any electronic device (such as e-cigarettes, e-cigars, and e-pipes, or any vaping

device, etc.) that provides a vapor of liquid nicotine or any other substances to the user to simulate smoking, to allow inhalation of a vaporized substance, or to emit smoke or vapor into the air.

**3. Smoke-Free Community and Fire Safety.** Resident agrees and acknowledges that the premises to be occupied by Resident and members of Resident's household have been designated as a smoke-free living environment. Smoking as broadly defined herein, is strictly prohibited. Resident and members of Resident's household shall not smoke anywhere inside the Apartment rented by Resident or the interior of an apartment, including any patios, decks or balconies attached to adjacent to the Premises, or the building where the Resident's Apartment is located or in any of the common areas including all adjoining grounds, parking areas, green spaces, management leasing office, building interiors and hallways, club house, exercise or spa facility, swimming pools, commercial shops, businesses and spaces, work areas, and outdoor areas of the Apartment Community, nor shall Resident permit any guests or visitors under the control of Resident to do so. Smoking, as broadly defined above, is prohibited in and on all areas of the rental community unless Landlord has specifically designated an outdoor area as a smoking area, although Landlord has no duty or obligation to create or designate any area as a smoking area. *Smoking as broadly defined above includes any "lit" or burning item and is prohibited in any portion of the apartment community.*

**4. Resident to Promote No-Smoking Policy and to Alert Management of Violations.** Resident shall inform Resident's occupants, guests, family, and invitees of the no-smoking policy and for ensuring compliance. Further, Resident shall promptly give Landlord a written statement of any incident where smoke is migrating into the Resident's Apartment from sources outside of the Resident's Apartment.

**5. Landlord Not a Guarantor of Smoke-Free Environment.** Resident acknowledges that Landlord's adoption of a Smoke-Free/Fire-Safety Policy and Lease Addendum, and the efforts to designate the rental community as smoke-free, do not make Landlord or any of its managing agents the guarantor of Resident's health or of the smoke-free condition of the Resident's Apartment and the common areas. There is no warranty or guaranty of any kind that Resident's Apartment or the Apartment Community is smoke free. Landlord is not required to take steps in response to smoking unless Landlord has actual knowledge of smoking or has been given written, verifiable notice of said smoking.

**6. Other Residents are Third-Party Beneficiaries of Resident's Agreement.** Resident agrees that the other Residents at the community are the third-party beneficiaries of Resident's smoke-free addendum agreements with Landlord. Therefore, Resident's agreements in this Addendum are made to the other Residents as well as to Landlord. Resident may sue another resident for an injunction to prohibit smoking or for damages, but Resident does not have the right to evict another resident. Any suit between Residents herein shall not create a presumption that Landlord breached this Addendum.

**7. Effect of Breach and Right of Landlord to Terminate Lease.** Resident agrees and acknowledges that the entire premises to be occupied by Resident and members of Resident's household, and guests, have been designated as smoke-free and that smoking as defined herein, is

expressly prohibited by Resident, members of Resident's household, and guests. Resident acknowledges that a breach of this Addendum by Resident or Resident's household members or guests, shall be considered a material breach of lease and grounds for termination of Resident's lease agreement or other legal action deemed appropriate by Landlord. In the event that Landlord incurs any fees, fines, or other damages as a result of, or in connection with, a violation of this Addendum by Resident or Resident's household members or guests, and in addition to any other remedies available to Landlord, and without waiving any rights of Landlord hereunder, Landlord may charge Resident for the damages incurred, which damages shall be paid immediately by Resident upon demand by Landlord, and Landlord's acceptance of such amount from Resident shall not constitute of waive of such violation. Landlord shall not be obligated to commence any court action or avail itself of any remedy for immediate relief of any violation of this Addendum, and Landlord's failure to do so shall not constitute a waiver of any breach.

**8. Resident's Responsibility for Damages and Cleaning.** Resident is responsible for payment of all costs and damages to the Apartment, other resident's apartments, or any other portion of the Apartment Community for repair, replacement, or cleaning due to smoking, smoke or fire related damage caused by Resident, Resident 's household members, guests, or invitees. The definition of Smoking above is intended to promote fire safety and prevent accidents or injuries that could occur due to any lit object such as a candle, incense, or lantern. The lighting of any object or allowing any lit object in the rental unit or otherwise at the property, that results in any fire or smoke damage shall be the strict responsibility and liability of Resident for violations of this Addendum. Any costs or damages incurred by Landlord related to repairs, replacement, and cleaning due to Smoking as defined above by Resident, Resident's household members, guests, or invitees, or due to violation of the no-smoking provisions of this Addendum and the Lease by Resident, Resident's household members, guests, or invitees, are in excess of normal wear and tear. Smoke-related damage, including but not limited to, odors, discoloration of walls and carpeting, odors that permeate sheetrock, carpeting, wood, insulation or other components of the Apartment or the Apartment Community is in excess of normal wear and tear. Resident shall be responsible for all costs incurred by Landlord to restore the Apartment, or portions of the Apartment Community, to a smoke-free condition, including the costs of repainting and treating any surfaces of the Apartment and any carpet replacement associated with Resident's violation of this Addendum.

**9. Resident's Responsibility for Loss of Rental Income and Economic Damages regarding Other Residents.** Resident is responsible for payment of all lost rental income or other economic and financial damages or loss to Landlord due to smoking or smoke-related damage caused by Resident, Resident's household members, guests, or invitees, which results in or causes other residents to be constructively evicted or vacate their apartments, results in disruption of other residents enjoyment, or adversely affects the health, safety, or welfare of other residents. Resident's responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this Addendum are in addition to, and not in lieu of, Resident's responsibility for other damages or loss under the lease contract or any other addendum.

**10. Lease Termination for Violation.** Landlord has the right to terminate the Lease and Resident's right to occupancy of the Apartment for any violation of this Addendum. Any violation of the Smoke-Free Lease Addendum is a material and substantial violation of this Addendum and

the Lease. Despite the termination of the Lease or eviction from the premises, Resident will remain liable for the rent through the end of the Lease Term.

**11. Disclaimer by Landlord.** Resident acknowledges that Landlord’s adoption of a smoke-free living environment and the efforts to designate the rental community as smoke-free do not in any way change the standard of care that Landlord or managing agent would have to Resident’s household to render buildings and premises designated as smoke-free 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 Resident’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, and Landlord shall not be liable for any personal injuries or property damage caused by secondhand smoke. Resident acknowledges that Landlord’s ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Resident and Resident’s guests. Residents 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: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Landlord:

\_\_\_\_\_

Date: \_\_\_\_\_