BIRCHWOOD
COMMONS

Application for Residency Statement and Form

Please be prepared to pay the application fee of $20.00 per applicant. In addition to this rental application, you will also be required to provide a copy of a valid form of identification and proof of income. Each resident over the age of 18 must submit a separate rental application, even if he/she will not be a leaseholder. *All information must be completely filled out in order for Birchwood Commons to run the application.*

To complete this rental application, you will be asked to provide information on your monthly income, we require that the combined net income for applicants of an apartment is at least three (3) times the monthly rent amount. A criminal background check and credit check will be performed for all applicants over the age of 18. A credit score of 650 or higher is required, and outstanding utility bills on credit reports will not be accepted.

Please complete the criminal background check here:
https://secure2.ntnonline.com/securelease/default.cfm?propcode=KWR673&unit=12416

Approved Documents to Provide Proof of Income:
Pay-stubs from the last 30 Days
Offer Letter - Must be signed and dated within the last 3 Months, list start date and salary
Bank Statements/Investments - Will be divided by 12 to show Monthly Income, SSI Income or Disability

Occupancy Limits per Apartment-
Two Bedroom - 4 Occupants

Late Policy - Community rent is due on the 1st of the Month, you have until the 5th to pay. On the 6th day you will be charged $50.

NSF Policy - A $50.00 NSF Fee, along with a late fee if the rent was / is not received by the due date.

Pet Policy - You are allowed up to two pets in the apartment. There is a $250.00 one-time fee for each animal and an additional monthly fee for each animal. There is a 40lb weight limit for pets in the apartment. Breed restrictions do apply, restricted dog breeds include (including mix's): Pit Bull Terriers, Staffordshire Terriers, Rottweilers, German Shepherds, Presa Canarios, Chows Chows, Doberman Pinschers, Akitas Mastiffs, Cane Corsos, Great Danes, Alaskan Malamutes, Siberian Husky, Dalmatian. *For animals other than cats and dogs, please refer to the Pet Policy that can be provided to you by the Birchwood Commons Leasing Office staff.*

Smoking/Vaping Policy - This is a smoke free community. There is no smoking allowed in the Apartments, on the Balconies or in the Common Spaces. All rules apply to vaping as well.

Vehicle Policy - Two Bedroom Apartments are Designated to have up to two spaces.

Central Hudson Gas and Electric Account - Must be set up in your name prior to move in. We must be provided an account number prior to releasing keys.

Please Print all Information Clearly

Personal Information

First Name_____ Middle Initial_____ Last Name_____
Last Name Suffix_____ Marital Status (Optional) _____
Social Security Number (Visa # if no SS) _____ DOB _____
If No SSN, Are you in the US on a visa? ____ YES ____ NO
Driver's License Number _____ Driver's License State _____

Occupant Information:
Name _____ DOB _____ Relationship _____
Name _____ DOB _____ Relationship _____
Name _____ DOB _____ Relationship _____
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Bank Applicant Uses_____ Routing #_____

Residence Information*

Current Street Address _____ Suite or Apt. _____
City, State, Zip, Country _____
Cell Phone _____ Work Phone _____ Home Phone _____
Email _____Rent ____ Own____ Other_____
Length of Residency_____ Apt. Community or Mortgage Company _____
Contact Name_____ Monthly Payment_____ Reason for Moving_____

Previous Street Address_____ Suite or Apt._____
City, State, Zip, Country _____
Email _____ Rent ___ Own___ Other_____
Length of Residency _____Apt. Community or Mortgage Company_____
Contact Name_____ Monthly Payment_____ Reason for Moving_____

Have you ever been evicted or asked to move out? Yes_____ No_____
If Yes, Explain _____
Have you ever filed/currently filing for bankruptcy? Yes_____ No_____ If yes, when? _____

Employment Information / Additional Income

Current Employer (as of move-in date) _____ Position_____
Industry _____Monthly Salary $_____Phone Number_____
Street Address_____ City, State, Zip, Country _____
Length of Employment_____ Name of Supervisor _____

Previous Employer_____ Position_____ Industry_____
Street Address_____ City, State, Zip, Country _____
Length of Employment_____ Name of Supervisor _____

If there are other sources of income or you would like us to consider in lieu of income, please list the source and amount:
Source_____ Monthly Amount _____
Source_____ Monthly Amount _____
(We will need accompanying documentation returned with this application for verification of income / saving sources)

Emergency Information

First Name (not an occupant) _____ Middle Initial_____ Last Name _____
Current Street Address _____ Suite or Apt. _____
City, State, Zip, Country _____
Relationship_____ Phone_____ Allow Key Access? YES____ / NO____

Vehicle Information *(One vehicle per licensed driver allowed, max two per unit)*

Vehicle Make/Model _____ / _____ Year_____ Color_____
State_____ Plate Number _____

Vehicle Make/Model _____ / _____ Year_____ Color_____
State_____ Plate Number _____

Service or Companion Animal Information (Limit two per Unit)

Name of Companion or Service Animal _____Type _____ Breed_____
Age_____ Name of Companion or Service Animal _____ Type _____
Breed_____ Age_____

I/We understand that if I/We presently have or acquire a pet to reside with me/us in the apartment that the pet must be approved by management and meet all applicable requirements, including neutering/spaying, deposits and charges must be paid and I/We must sign a pet lease agreement that will become an addendum to our lease and agree to abide by the rules therein.

Conviction Information

Have you ever been convicted of, or pleaded guilty to or "no contest" to a Misdemeanor or Felony involving sexual misconduct? YES ___ / NO ___ If YES, When? _____ What State? _____
Have you been convicted of a felony which has not been annulled by a court of law YES ___/ NO ___
If so, please indicate the year, location and type of each felony; also, please indicate date and county if any suits were filed against you. We may need to discuss more facts before making a decision. Explain:_____

Additional Information *Please use this optional space for additional information, comments, or explanations*:
_____
_____
_____.

Application Information

In connection with this Application for apartment home located at Birchwood Commons (the "Apartment Home"), the undersigned ("you" or "your") hereby deposits with Hudson Valley Structures, Inc., ("we", "us", or "our") a security deposit plus the credit/criminal report application fee. We will apply the Deposit in accordance with the provisions set forth below. The Credit/Criminal report application fee is a non-refundable fee for processing the Credit/Criminal reports and will not be refunded to you. Upon receipt of this Application, the Deposit and the Application fee, we will set aside and reserve the Apartment for you.

By submitting this Application, you agree to enter into a lease ("lease") for the Apartment Home under the terms specified in this Application. If, for any reason, we decline this Application, then we will refund the Security Deposit to you in full. If we approve this application, we will ask that you execute the Lease and pay all remaining deposits and fees as directed by management. Security deposits are determined by the scores and information on the credit report. Notification to one co-applicant shall be deemed notice to all. *In all events, if you have not paid all remaining deposits and fees to us within five (5) days after your notification and signed the lease at least one month prior to the move in date, we will assume that you are not interested in proceeding, the Apartment Home will no longer be reserved for you.* In addition, you acknowledge that after the application process has been started and the security for the apartment has been collected should you decide not to honor this agreement and rent the apartment as agreed, if Birchwood Commons cannot find a replacement renter in time to cover the rent for the month that you were to move into the apartment, you will forfeit that entire amount of the one month security deposit but if Birchwood Commons *does* find a replacement renter to the apartment you will be charged a minimum $500.00 cancellation fee.

By accepting that Deposit and the Application fee from you, we are not obligated to approve this Application or rent the Apartment Home to you. Our approval of this Application is contingent upon our receipt of a satisfactory report of your rental history, credit history and other information that we deem necessary.

By signing this Application, you certify that all persons eighteen years of age and over who will be occupying the Apartment Home have completed and provided to us a separate application for Residency, and that each occupant of the Apartment Home will sign the Lease at the time required by us.

You authorize us, through our designated agent or employees, to obtain and verify all credit/criminal report information, work/income history and rental history for the purpose of determining whether or not to lease the Apartment Home to you. You understand that should you enter into the Lease for the Apartment Home, we and our designated agents and employees will have a continuing right to review your credit information, rental application, payment history and occupancy history for account review purposes and for improving application methods.

We anticipate your apartment will be ready for occupancy and the Lease will commence on the agreed upon move in date, on January 1, 2024. However, you understand that construction on the building in which your apartment is located is not yet complete. Your apartment may be ready for occupancy later than the anticipated commencement date you agreed to enter into this Lease. You agree that the date your apartment is ready for occupancy (the "Readiness Date") will become the new Lease commencement date for all purposes. IF the Readiness Date is after the agreed upon date, *your rent will be abated on a daily basis until the Readiness Date, but the Lease will remain in force.* The term of the Lease will be from the Readiness Date until the ending date set forth below. In no event will we be liable for any damages resulting from the delay, including, but not limited to storage fees, hotel costs or rent. The rent abatement will be your exclusive remedy for the delay.

I/We understand that we must buy **$100,000 of Liability Insurance (Note: $1,000,000 Liability limits are required for Dog owners)** and give proof to the management before the agreed upon move in date.

By signing this Application, you certify that all information contained in this Application is true, correct and complete.

In all cases, notification to one co-applicant shall deemed notice to all.

_____ _____

Signature of Applicant Date

_____

Printed Name of Applicant

Application Checklist

Prior to handing in your application, please check that you are submitting all of the information below to make sure your application is complete:

☐ Application Completed and Signed

☐ Approved Documents to Prove Income 3x's Monthly Rent: Two Pay-stubs from the last 30 Days, Offer Letter - *Must be signed and dated within the last 3 Months, list start date and salary*, Bank Statements/Investments - *Will be divided by 12 to show Monthly Income,* SSI Income or Disability.

☐ Copy of Photo ID

End of Application.

NEW YORK STATE OF OPPORTUNITY.

Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing Discrimination Disclosure Form

Federal, State and local Fair Housing Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status.** Real estate professionals must also comply with all Fair Housing Laws.

Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by "steering" which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by "blockbusting" which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

YOU HAVE THE RIGHT TO FILE A COMPLAINT

If you believe you have been the victim of housing discrimination you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: www.dhr.ny.gov;
- Stop by a DHR office in person, or contact one of the Division's offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: https://dhr.ny.gov/contact-us, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State's website https://www.dos.ny.gov/licensing/complaint_links.html
- Stop by a Department's office in person, or contact one of the Department's offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.

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New York State Housing Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit https://dhr.ny.gov/fairhousing and https://www.dos.ny.gov/licensing/fairhousing.html.

This form was provided to me by _____ (print name of Real Estate Salesperson/ Broker) of Houlihan Lawrence (print name of Real Estate company, firm or brokerage)

(I)(We)_____

(Real Estate Consumer/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Real Estate Consumer/Seller/Landlord Signature _____ Date: _____

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.