



Deposit Agreement & Policy Package

Name of Applicant: _____

Rental Property/Unit: _____

Deposit Agreement:

I hereby apply to lease the above mentioned rental property/unit for the term and conditions set forth and hereby deposit \$_____ as earnest money. Upon acceptance of my application, this deposit shall be retained as part of the required security deposit. When so approved and accepted, I agree to sign a Tennessee-compliant lease agreement and contract.

If the application is not approved or accepted by the owner or agent, the deposit will be refunded hereby waiving any claim for damages by reason off non-acceptance.

X _____

Signature

Date

Authorization for Release of Information:

I hereby authorize investigation of my credit, tenant history, banking relationships, and employment for the purposes of my application to rent a property/unit from this owner/manager.

X _____

Signature

Date

Authorization for Investigative Report:

I hereby provide my driver's license number (or state-issued identification card number) and/or a copy of said document with the understanding that an investigative report may be requested and obtained from the local law enforcement verifying that I do not have past or pending felony convictions and that I do not have any outstanding warrants for my arrest.

Driver's License or State-Issued ID #: _____ State: _____

X _____

Signature

Date

Required contact information:

Cowan Development Company requires all tenants to provide a local mailing address or post office box and to maintain a working telephone number and/or e-mail address. You will be asked to provide the required contact information before any keys are issued.

Agreement to Uphold a Zero-Tolerance Drug-Free and Crime-Free Policy:

In consideration of the execution or renewal of a lease for the mentioned rental property/unit, I agree to uphold Cowan Development Company’s zero-tolerance drug-free and crime-free policy as follows:

1. Resident and any members of the resident’s household or a guest or other person under the resident’s control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. “Drug-related criminal activity” means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).
2. Resident, any members of the resident’s household or a guest or other person under the resident’s control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the said premises.
3. Resident or members of the household will not permit the dwelling to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Resident or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any locations, whether on or near the dwelling unit premises or otherwise.
5. Resident, any members of the resident’s household or a guest or other person under the resident’s control shall not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, on or near the dwelling unit premises.

6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

8. Prostitution, chemical activity, gang activity, and or any other breach of the rental agreement which jeopardizes the safety, health and welfare of the Landlord, agents or tenants shall be a material breach of the lease agreement.

9. This agreement is a LEASE ADDENDUM incorporated into the lease executed or renewed between the owner/agent and tenant.

X _____
Signature

Date

X _____
Owner/Manager's Signature

Date

Lead-Based Paint Disclosure:

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

- (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

- (ii) _____ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Landlord (check (i) or (ii) below):

- (i) _____ Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

- (ii) _____ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

(c) _____ Tenant has received copies of all information listed above.

(d) _____ Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Tenant has (check (i) or (ii) below):

- (i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

- (ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.



Agent's Acknowledgment (initial)

(f) _____ Agent has informed the Landlord of the Landlord' obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Landlord Initials: _____ Tenant Initials: _____

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate. Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a penalty up to \$10,000 for each violation.

TENANT: _____
 [printed name]

_____ [Signature]
Date

LANDLORD: _____
 [printed name]

_____ [Signature]
Date