

### **3<sup>RD</sup> PARTY APPLICATION CHECKLIST:**

**Applicant, our goal is to process your application within 72 hours. To help us attain that goal, this application will not be accepted unless all of the below items are completed:**

- Read through the entire Application**
- Supply ALL information requested on the Application**
- Complete the information page of the application and sign each page**
- Fill in each blank on the Application (if not applicable, write N/A)**
- Include verification of income: i.e. copy of most recent pay stub or Letter of Employment, Trust Fund, SSI, Financial Aid etc.**
- Include a copy of your valid Driver's License or valid State Identification**
- Please ask regarding approval guidelines concerning felonies**
- Pay the \$10 Third Party Fee**

**\*\*\*Fischer and Erwin complies with all regulations regarding service animals as required by law.**

**3<sup>rd</sup> Party Guarantor is required to be attached to the rental unit for the term of the lease. Once the lease has expired and is on a month to month basis, Guarantor may request in writing to be removed from the unit. At that time, tenants will need to reapply and qualify on their own. Guarantor will not be removed from the unit if there have been any lease violations within the last 6 months of the request to be removed, or if the tenants do not qualify on their own.**

Applicant Signature \_\_\_\_\_

Date \_\_\_\_\_

# Fischer & Erwin Property Management

Physical: 1928 Grand Ave Billings, MT  
59102  
Mailing:  
PO Box 50925  
Billings, MT 59105

Phone: 406-245-6263  
Fax: 406-245-6264  
Website: [www.fischererwin.com](http://www.fischererwin.com)  
Email: [inquiry@fischererwin.com](mailto:inquiry@fischererwin.com)

## RENTAL APPLICATION

APPLICANT NAME: \_\_\_\_\_

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

### **RENTING POLICIES & PROCEDURES**

#### **Fischer & Erwin Property Management**

Fischer & Erwin Property Management thanks you for looking to us for assistance with your residential housing needs. The owners of the properties we manage and their tenants include our co-workers, employees, neighbors, family and friends. Therefore, we feel an obligation to ensure that properties managed by Fischer & Erwin Property Management are rented and maintained in a manner that protects the quality of the dwellings and of the neighborhoods where our tenants reside. For this reason, Fischer & Erwin Property Management utilizes a thorough screening process of all applicants for tenancy based on a set of objective criteria listed below.

Fischer & Erwin Property Management strictly adheres to all Fair Housing Laws. We reserve the right not to rent to sex offenders, violent offenders, and/or those charged with or convicted of a felony. Reasonable accommodation, reasonable modification and medical verification forms are available upon request.

Once the potential tenant selects a rental, they must complete, sign, and return a Rental Application Form. Each person over the age of 18 years who intends to reside in the subject Dwelling Unit must submit a separate Rental Application, regardless of familial/marital status or relationship to any other applicant for tenancy. There is a **\$35.00 FEE PER APPLICATION and a \$10.00 FEE FOR 3<sup>rd</sup> PARTY GUARANTOR** which covers the cost of processing the application. A Third-Party Guaranty Form may be required. The Application and Third Party Guaranty Fees are due upon submission of each application. The **APPLICATION AND THIRD PARTY GUARANTY FEES ARE NOT REFUNDABLE**. A photo ID will be requested at the time any applications are submitted.

In order for a potential tenant to be considered for tenancy, they must meet the following minimum requirements:

1. **Sufficient Income** - Three (3) times the rental amount per month. Income may be combined by multiple Applicants for the same Dwelling Unit. (Permanent employment of at least 6 months at the same job is preferred). A double deposit may be required in some instances.
2. **Verifiable Good Credit** - Credit reports will be checked with a national credit bureau.
3. **Good Previous Rental History** - Fischer & Erwin will make a reasonable attempt to contact previous landlord(s) and/or mortgage holder(s) submitted by Applicant; however, the ultimate responsibility for supplying this information to Fischer & Erwin lies with the Applicant. Fischer & Erwin reserves the right to decline tenancy on the basis of our inability to contact the references provided. (Rental history of 6 months or more is preferred.) If potential tenant has no rental history, a 3<sup>rd</sup> Party Guarantor will be required.
4. **Complete Application** - The application must be completed in its entirety. Failure to complete the entire application may delay processing or result in a denial of the application. Complete applications will be processed in the order in which received.

*\*\*\* A 3<sup>rd</sup> Party Guarantor applicant must meet sufficient income guidelines, have verifiable good credit, and submit a completed 3<sup>rd</sup> Party Guarantor application.*

Fischer & Erwin makes every effort to process applications within 24 hours of submission; however, processing can take several days due to inability to contact previous landlords, employers or other references. Applicants are encouraged to check on the status of an application, particularly if you have not received a response from Fischer & Erwin within 48 (business day) hours of submission. Applications will not be "pre-screened" outside the standard process under any circumstances and incomplete or falsified applications may be rejected without further notice. All applications submitted become the property of Fischer & Erwin Property Management. We cannot guarantee any unit you have seen to be available by the time your application is processed. Dwelling Units are rented to the first approved applicant with the full security deposit paid. A security deposit will not be accepted until the Rental Application is approved.

If your application is approved and your move-in date is not immediate, a security deposit will be collected in advance. Subject to the terms and conditions of your Rental Agreement, the Security Deposit is fully refundable within 30-days of move-out, depending upon the condition of the unit (in terms of damage and cleaning), balance of unpaid rent due and/or any other unpaid financial obligations owing at the time of departure. Those **Dwelling Units that allow pets require payment of an additional Security Deposit or monthly pet rent** as specified in the individual Rental Agreements of such units. Please be aware that only select properties allow pets and the presence of unauthorized pets in a Dwelling Unit is grounds for collection of additional fees and/or immediate termination of lease under our standard Rental Agreement.

Applicant Signature \_\_\_\_\_

Date \_\_\_\_\_

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**DISCLOSURE AND AUTHORIZATION**

The undersigned Applicant declares that the information contained in this Application is true, complete and correct, and understands and agrees that any false statements or representations identified herein may result in rejection, without further notice, of this and any future applications submitted to Fischer & Erwin Property Management. The undersigned specifically authorizes and directs any and all persons or entities named by Applicant herein to receive, provide, and exchange with Fischer & Erwin Property Management, its principals, agents and employees, any information pertaining to me, including but not limited to confidential information pertaining to my credit and payment history, the opinions and recommendations of my personal and employment references, my rental history, my criminal history, my driving record, my military background, my civil listings, my educational background, and any professional licenses. I hereby waive any right of action now or hereafter accruing against any person or entity as a consequence of the release or exchange of such confidential information. By my signature below, I authorize the investigation and release of any and all information pertaining to the statements and representations contained herein, including but not limited to release of my confidential credit report to Fischer & Erwin Property Management, its principals and/or the owner(s) of any property which I am applying to occupy or to guarantor for.

I further understand and agree that Fischer & Erwin will rely upon this Application as an inducement for entering into a rental agreement or lease of real property and I warrant that the facts, matters and information contained in this Application are true, complete and correct to the best of my knowledge and belief. If any facts subsequently prove to be untrue or inaccurate in the sole discretion and determination of Fischer & Erwin Property Management, Fischer & Erwin may terminate the tenancy immediately and collect from me any damages incurred including reasonable attorney's fees resulting there from. The Rental Application and Third Party Guaranty are an integral part of the rental agreement and will be used in conjunction with all legally binding documents and/or agreements. After a rental agreement ("lease") with Fischer & Erwin Property Management is executed, I understand that I am responsible for reporting any changes in the personal information contained herein, including but not limited to change of name, phone number(s), financial and employment information within 48 hours.

I understand that Fischer & Erwin Property Management reserves the right, in its sole discretion, to report to national credit reporting agencies my failure to fulfill any of the terms of any agreement subsequently executed by me, including any amendments, renewals or extensions thereof. Subsequent consumer credit reports may be obtained and utilized under this authorization in connection with any update, renewal, modification, or extension of any Rental Agreement including any amendments thereto or regarding any collection matter pertaining to, arising from or in conjunction with, the rental or lease of a residence for which application was made.

Beginning at the time that a deposit is tendered for a property with the intent to lease, and Fischer & Erwin accepts such deposit, I agree to be attached to the lease for the property according to the terms and conditions of the lease agreement for that property, although at the time a written lease may not be signed. The starting date for my responsibility of the property will be the first day the property is made available for lease or an agreed upon date if different from that date. I agree that the lease agreement shall be in full force and effect from the time that my deposit is accepted, even if the initial occupancy date is after the date that the deposit is accepted. **Should a lease agreement fail to be executed, there shall be a forfeit of 75% of the security deposit.**

Fischer & Erwin Property Management welcomes all applicants and supports the precepts of equal access and "Fair Housing." Fischer & Erwin Property Management will not refuse access to any housing, accommodation, or other interest in property or otherwise discriminate against an applicant on the basis of age, sex, race, religion, marital/familial status, physical or mental handicap, color, creed, ethnicity, and national origin.

**NOTICE OF THE CONTRACTUAL RELATIONSHIP BETWEEN THE PROPERTY OWNER AND FISCHER & ERWIN PROPERTY MANAGEMENT:** Fischer & Erwin Property Management is the sole and exclusive agent of the Owner of the properties listed for rent or lease and represents the Property Owner's interest in any and all transactions related to the rent or lease of said property.

I understand that I have the right to make written request within a reasonable period of time to the "Service Provider" for additional information concerning the nature and scope of investigation. I acknowledge that I have voluntarily provided the above information for housing purposes, and I have carefully read and I understand this authorization.

Applicant Signature \_\_\_\_\_

Date \_\_\_\_\_

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**THIRD PARTY GUARANTY**

For the purpose of the provisions within this enclosure, "I," "me" or "my" means the person or Guarantor signing below and "you" or "your" means Fischer & Erwin Property Management.

This rider is attached to and made an integral part of the Rental Application and Agreement (or lease) for the following party

\_\_\_\_\_

In consideration of your lease of the Premises to the Applicant(s), I hereby guaranty, and agree to be jointly and severally liable for, any or all the Applicant(s) liability to you arising as a result of the Rental Agreement. **I further expressly guaranty payment of the rent, any damages, cleaning expenses, unpaid utilities, fees, fines, exemplary or punitive damages, costs, administrative charges, including without limitation attorney's fees, court costs, or any other liability incurred and full performance of the Rental Agreement including any extensions, renewal, modifications or amendments thereto.** While agreeing to be bound by all terms and conditions of the Rental Agreement, I specifically and irrevocably waive all processory rights to the Premises for the entire term of the Rental Agreement, including all extensions thereto. Additionally, I agree to have Fischer & Erwin Property Management run a credit check on me for the purpose of financial verification.

The Guarantor's liability will remain in force for the term of the Rental Agreement and subsequent agreements, unless the Tenant wishes to show his ability to handle his own tenancy, without a Guarantor. This will require the 3<sup>rd</sup> Party Guarantor to request in writing to be removed and the Tenant to re-submit an application and qualify independently based on the criteria set forth by Fischer & Erwin Property Management.

This guaranty constitutes a legally and binding contract enforceable by law. The undersigned acknowledges that by signing they are an unconditional Guarantor on any Rental Agreement executed by the Applicant(s).

**GUARANTOR'S INFORMATION**

Name (print): _____		SSN: _____ - _____ - _____
Date of Birth: _____	Email Address: _____	
Phone: Home: _____	Work: _____	Cell: _____
Address: _____	City: _____	State: _____ Zip: _____
Employer's Name & Address: _____		
Date of Hire: _____	Total Monthly Income: _____	Employers #: _____
Landlord/Mortgage Holder: _____		Phone: _____

Applicant Signature \_\_\_\_\_

Date \_\_\_\_\_