



Listed below are the "Standard Policies" practiced by Berkeley Realty Property Management, Inc. in its association with all parties interested in rental properties.

1. Berkeley Realty Property Management, Inc. adheres to all Federal Fair Housing guidelines. We offer properties without regard to race, color, religion, national origin, elderliness, familial status, handicap, and sex as well as all classes protected by the Commonwealth of Virginia and applicable local jurisdictions.
2. **LANDLORD AND TENANT CONFIRM THAT IN CONNECTION WITH THIS TRANSACTION, THE LISTING BROKER AND THE LEASING BROKER, AND THEIR SALESPERSONS, HAVE ACTED ON BEHALF OF THE LANDLORD AS THE REPRESENTATIVE OF THE LANDLORD.**
3. The City of Williamsburg and James City County have local ordinances prohibiting more than three (3) non-related adults from sharing a single-family dwelling.
4. All parties interested in leasing a property are required to complete a standard lease application form. Any occupant 18 years old and over will be considered an applicant and must submit a credit application. All applicants are charged a \$50.00 non-refundable fee for a credit report. Each situation is evaluated individually; however, outstanding judgments, a history of not paying rent, an eviction or a criminal conviction may hinder the acceptance of an application. In addition, each household is required to have a gross monthly income that equals or exceeds 3 times the monthly rent. Please provide proof of income/funds with completed application in the form of paycheck stubs, tax returns, and/or bank statements. Self employed applicants must provide their most recent tax return and three months of bank statements. Credit reports submitted by applicants will not be accepted. A deposit must accompany the application to secure the property and will become the security deposit provided in the Lease Agreement upon the commencement of the Lease term. The minimum required deposit would be equal to one month's rent.
5. If pets are allowed, the minimum deposit and fee are as follows: \$300.00 deposit for one pet and \$200 for an additional pet(s). In addition to the pet deposit there will also be a \$150.00 non-refundable pet fee due at the time of execution of the Lease Agreement. At the owner's discretion there may be a minimum pet rent of \$25.00 per pet. Rottweiler, Pit Bull-type, German Shepherd, Doberman, or any dog that qualifies as a "dangerous dog" as defined in 3.1-796.93:1 of the Code of Virginia, as well as any unusual house pets, is prohibited. If you have a pet, you will need to provide a photo of your pet and proof of rabies vaccination.
6. Berkeley Realty Property Management, Inc. prefers all fees, deposits, and rents to be paid by personal checks, travelers check, certified checks or money orders. Security deposits and first month's rent are to be paid before keys are provided. There is a \$50.00 bank fee and \$50 administrative fee for processing a returned check for any reason.
7. An Administrative Charge of \$50.00 will be charged for any administrative work that is required for tenant requested lease changes, written notification of lease violations and filing for any legal actions for non-payment of rent.
8. Smoking inside any of our properties is prohibited.
9. All utility and garbage accounts, where applicable, must be established into the resident's name as of the date of possession.
12. All tenants are required to have renter's insurance and to provide proof of coverage at the time of possession.



## DISCLOSURE OF BROKERAGE RELATIONSHIP EXPLANATION TO CONSUMERS



Real estate licensees in Virginia are required by law to make prompt written disclosure of any brokerage relationship to members of the public who are unrepresented. Licensees must also make written disclosures and obtain timely written consents from their clients before entering into other brokerage relationships. The attached form is provided to you to satisfy these requirements and to help you understand the nature of the brokerage relationship of the licensee.

### THE LICENSEE'S DUTIES

A licensee must have a written brokerage agreement to represent a client and a licensee owes his client certain duties. A licensee who is not representing you in a transaction can nonetheless provide you other valuable information and assistance. However, you should always keep in mind whom the licensee represents in your transaction, and thus to whom that licensee owes the duties described below.

### WHOM DOES THE LICENSEE REPRESENT?

In any real estate transaction, a licensee may represent the seller, the buyer, or, under certain circumstances, both seller and buyer.

<b>The Seller</b>	A licensee represents a seller via a written brokerage agreement called a listing agreement, in which case the licensee owes his primary responsibilities to the seller. The licensee must disclose his relationship with the seller whenever dealing with an unrepresented buyer. The licensee is also allowed to assist an unrepresented buyer with ministerial duties – such as filling in the blanks of a contract and holding the escrow deposit.
<b>The Buyer</b>	If a buyer desires to be represented by a licensee, then the buyer and the licensee must enter into a written brokerage agreement by which the licensee agrees to represent the interests of the buyer. The licensee must disclose his relationship with the buyer whenever dealing with an unrepresented seller. Furthermore, the licensee may perform ministerial duties for an unrepresented seller – such as delivering offers and counteroffers.
<b>The Buyer and The Seller</b>	A licensee and his firm may represent both the buyer and the seller in a particular transaction, but only with the informed written consent of both the buyer and the seller. A licensee representing both the buyer and seller in a dual capacity is necessarily limited in his ability to represent either the buyer or seller fully and exclusively. The licensee must safeguard the confidentiality of any information obtained within the confidentiality and trust of the brokerage relationship, unless disclosure of such information is required by law. Specifically, the licensee must not tell the buyer that the seller will accept a price lower than the listing price, nor tell the seller that the buyer will pay a price higher than the price offered.
<b>Designated Licensees</b>	Virginia law also permits a principal or supervising broker to designate different licensees affiliated with the broker to represent different clients in the same transaction. Designated agency/representation requires informed written consent from both parties. Unlike the dual relationship discussed in the previous paragraph, these designated licensees represent only the interest of their respective clients, and may therefore represent those interests fully. The principal or supervising broker who is supervising the transaction will be considered dual broker of both seller and buyer. Designated licensees may not disclose, except to their broker, personal or financial information received from the clients during the brokerage relationship and any other information a client requests to be kept confidential, unless required by law to be disclosed or the client consents to its disclosure in writing.

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**VIRGINIA ASSOCIATION OF REALTORS®  
DISCLOSURE OF BROKERAGE RELATIONSHIP  
FOR UNREPRESENTED PARTY(IES)**

**Property Address (if applicable):** \_\_\_\_\_  
\_\_\_\_\_

The undersigned unrepresented party(ies) do hereby acknowledge disclosure that the licensee \_\_\_\_\_ (Broker or Salesperson) associated with \_\_\_\_\_ (Brokerage Firm) represents only the following party in a real estate transaction:

- Seller(s)    **OR**     Landlord(s)  
 Buyer(s)    **OR**     Tenant(s)

**SIGNATURE OF UNREPRESENTED PARTY**

\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Date                      /                      Signature

**SIGNATURE OF UNREPRESENTED PARTY**

\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Date                      /                      Signature

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## VIRGINIA ASSOCIATION OF REALTORS® APPLICATION FOR RESIDENTIAL LEASE



(This is a legally binding contract. If not understood, seek competent advice before signing.)

The property will be shown and made available to all persons without regard to race, color, creed, religion, national origin, sex, familial status, handicap, or elderliness in compliance with all applicable federal, state and local fair housing laws and regulations.

This Application for Residential Lease (the "Application") is made as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between \_\_\_\_\_ ("Applicant", individually and collectively) and \_\_\_\_\_

("Landlord") through \_\_\_\_\_ ("Listing Broker" or "Agent", who represents Landlord), and \_\_\_\_\_ ("Leasing Broker", who does  or does not  represent Applicant). If Listing Broker is engaging in dual or designated agency, a separate consent agreement has been entered into by Listing Broker and Applicant.

Applicant hereby applies for a residential dwelling unit (the "Dwelling Unit") located at \_\_\_\_\_, Virginia, in the City/County of \_\_\_\_\_, for occupancy commencing on \_\_\_\_\_, at an initial monthly rent payment of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). All persons over the age of 18 who will reside in the Dwelling Unit must complete this Application.

**PLEASE FILL IN ALL INFORMATION COMPLETELY**

**1. Applicant Information.**

	Applicant #1	Applicant #2	Applicant #3
Name			
SSN/ITIN			
Date of Birth			
Home #			
Work #			
Cell Phone #			
Present Address			
Years			
Landlord			
Landlord Address			
Landlord Phone			
Previous Address			
Years			
Landlord			
Landlord Address			
Landlord Phone			
Presently Employed By			

	Applicant #1	Applicant #2	Applicant #3
How long?			
Position			
Salary (Wk., Mo., Yr.)	\$	\$	\$
Supervisor			
Telephone			
Formerly Employed By			
How long?			
Supervisor			
Other Occupants: Name/Age/Relationship			
Email Address:			

**2. Vehicle Information:**

	<u>Applicant #1</u>	<u>Applicant #2</u>	<u>Applicant #3</u>
Number of Vehicles			
Make			
Model			
License #			

**3. Pets:**

	<u>Applicant #1</u>	<u>Applicant #2</u>	<u>Applicant #3</u>
Type			
Breed			
Color			
Weight			

**4. If you are presently in the Armed Services, state:**

	<u>Applicant #1</u>	<u>Applicant #2</u>	<u>Applicant #3</u>
Branch			
Rank			
Outfit			
Telephone			

**5. Other Income You Would Like Landlord to Consider:**

	Applicant #1	Applicant #2	Applicant #3
Amount (Wk., Mo., Yr.)	\$	\$	\$
Source			

**6. Bank or Savings Accounts:**

	Applicant #1	Applicant #2	Applicant #3
Bank Name/Address			
Account No. Type of Account			
Bank Name/Address			
Account No. Type of Account			
Bank Name/Address			
Account No. Type of Account			

**7. In Case of Emergency Notify:**

	Applicant #1	Applicant #2	Applicant #3
Name			
Address			
Phone			
Relationship			

**8. Rental and Credit History:**

a. Reason for leaving current residence:

Applicant #1	Applicant #2	Applicant #3

b. Have you ever been rejected for tenancy? If Yes, please explain:

Applicant #1	Applicant #2	Applicant #3
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

c. Have you ever refused to pay rent when due, been a defendant in an unlawful detainer action or eviction, or otherwise been sued by a landlord for matters related to a tenancy? **If so, please give details, and the status of any pending actions:**

Applicant #1	Applicant #2	Applicant #3
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

d. Have you ever filed for bankruptcy? If so, please give dates of filing and status of case:

Applicant #1	Applicant #2	Applicant #3
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

e. Please give the names and phone numbers for three references:

Applicant #1	Applicant #2	Applicant #3
Name: _____ Phone #: _____	Name: _____ Phone #: _____	Name: _____ Phone #: _____
Name: _____ Phone #: _____	Name: _____ Phone #: _____	Name: _____ Phone #: _____
Name: _____ Phone #: _____	Name: _____ Phone #: _____	Name: _____ Phone #: _____

9. **CRIMINAL HISTORY:** Has any Applicant ever been convicted of, pleaded guilty to, or entered a plea of no contest to any felony, or to any misdemeanor for a crime that involved harm to any other person or property? **If the answer is Yes, please give all details, including the specific offense(s), date(s), sentence(s) and jurisdiction(s) in which the offenses occurred, as well as any information on the status of any current probation.**

Applicant #1	Applicant #2	Applicant #3
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

10. CHECK IF ANY APPLICANT OWNS:     CAMPER     MOTORCYCLE     BOAT     TRUCK     TRAILER

11. **APPLICATION FEE/THIRD PARTY COSTS/APPLICATION DEPOSIT:** Each Applicant must pay at the time this Application is made the following, non-refundable amounts: i) an Application Fee in the amount of \_\_\_\_\_, and (ii) payment for third party costs incurred by Landlord in the amount of \_\_\_\_\_. In addition, the Applicant must pay an Application Deposit in the amount of \_\_\_\_\_ at the time this Application is made, which may be refundable to Applicant, in accordance with Section 12 of this Application. The Application Deposit will convert into the Security Deposit on the Commencement Date of the Lease Agreement.

12. **OBLIGATION TO ENTER INTO LEASE AGREEMENT/ DAMAGES:** Upon submission of this Application by Applicant, Agent reserves the right to remove the Dwelling Unit from the available rent list. If this Application is denied by Landlord, the Application Deposit shall be refunded to Applicant. If this Application is approved and Applicant fails to rent the Dwelling Unit, Landlord shall be entitled to retain that part of the Application Deposit equal to Landlord's actual damages and expenses as provided in Section 55-248.6:1 of the Virginia Residential Landlord Tenant Act ("VRLTA").

13. **GUARANTY.** Please provide the following information if the Lease Agreement will be guaranteed, in accordance with the Rental Selection Criteria of Listing Broker or Landlord.

Name of Guarantor: \_\_\_\_\_  
 Relationship: \_\_\_\_\_  
 SSN/ITIN: \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Phone Number: \_\_\_\_\_

Name of Guarantor: \_\_\_\_\_  
 Relationship: \_\_\_\_\_  
 SSN/ITIN: \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Phone Number: \_\_\_\_\_



Name of Guarantor: \_\_\_\_\_  
 Relationship: \_\_\_\_\_  
 SSN/ITIN: \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Phone Number: \_\_\_\_\_

14. APPLICANT INVESTIGATION: Applicant should exercise whatever due diligence Applicant deems necessary with respect to information on the Dwelling Unit, including without limitation, mold, lead-based paint, pests or insects, and any sexual offenders registered under Chapter 23 (sec. 19.2-387 et seq.) of Title 19. Information regarding registered sex offenders may be obtained by contacting your local police department or the Department of State Police, Central Records Exchange at (804) 674-2000 or [www.vsp.state.va.us](http://www.vsp.state.va.us). Upon Applicant's request, Landlord will provide Applicant with a copy of the Lease Agreement for review.

15. INFORMATION CORRECT: Each Applicant hereby certifies that the information contained in this Application is true and correct to the best of Applicant's knowledge and belief. Each Applicant hereby authorizes Listing Broker to conduct a credit check on Applicant and such background checks as determined appropriate by Listing Broker to verify information provided herein by Applicant for approval or rejection of this Application.

16. OTHER PROVISIONS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

We have read the terms and conditions of this Application. We understand this is a binding contract separate and apart from the Lease Agreement.

_____ Applicant #1 Signature	_____ Applicant #2 Signature	_____ Applicant #3 Signature
Date: _____	Date: _____	Date: _____
Type of ID: _____	Type of ID: _____	Type of ID: _____
Copy of Photo ID: <input type="checkbox"/> Yes <input type="checkbox"/> No	Copy of Photo ID: <input type="checkbox"/> Yes <input type="checkbox"/> No	Copy of Photo ID: <input type="checkbox"/> Yes <input type="checkbox"/> No

SIGNATURE OF GUARANTOR: \_\_\_\_\_  
 Date: \_\_\_\_\_

SIGNATURE OF GUARANTOR: \_\_\_\_\_  
 Date: \_\_\_\_\_

SIGNATURE OF GUARANTOR: \_\_\_\_\_  
 Date: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_  
TENANT(S) NAME: \_\_\_\_\_  
OWNER(S) NAME: \_\_\_\_\_

The undersigned acknowledges the receipt of the following fees and deposits:

<u>Applicant #1</u>	<u>Applicant #2</u>	<u>Applicant #3</u>
Application fee: \$ _____	Application fee: \$ _____	Application fee: \$ _____
Check #: _____	Check #: _____	Check #: _____
Third Party Costs: \$ _____	Third Party Costs: \$ _____	Third Party Costs: \$ _____
Check #: _____	Check #: _____	Check #: _____

An Application Deposit in the amount of \$ \_\_\_\_\_, paid by check number \_\_\_\_\_, which shall be deposited in the Landlord or Authorized Agent's escrow account within five (5) days after the receipt of the application.

SIGNATURE OF Recipient: \_\_\_\_\_  
Date: \_\_\_\_\_

Leasing Broker's Address: **150 Strawberry Plains Road, Suite A-1, Williamsburg, VA 23188**  
Phone number: **(757) 229-6810**  
Email: **pblank@berkeley-realty.com**

<b>OFFICE USE ONLY</b>	
Application Received: Date _____	Time: _____
Application Reviewed By _____	
Accepted <input type="checkbox"/> Rejected <input type="checkbox"/> Withdrawn <input type="checkbox"/>	
Applicant notified; Date _____	Time _____
DISCLOSURES: If applicable, Applicant has been provided with the following disclosures	
_____ Military Air Installation	
_____ Defective Drywall	

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