

OFFER TO RENT

On the date below, Owner received \$ _____ from the undersigned, hereinafter called "Applicant," who offers to rent from Owner the Premises described as Apartment # _____, located at: _____, California,

on the terms and conditions set forth in the Rental Agreement and:

Rent in advance of \$ _____ per month, payable on the _____ day of each month, tenancy to begin on the _____ day of _____ of the year _____, but subject to any present resident vacating or the availability of the Premises.

Above payment received with this offer to be used as follows:

1. Reimburse Owner for cost of credit checking.....\$ _____
2. Balance, if any, to be applied to a Security Deposit of\$ _____
3. Balance, if any, to be applied to first month's rent in advance in the amount of.....\$ _____

The offer shall be deemed denied unless Owner accepts the offer within three (3) normal business days from the date thereof, by depositing notice of acceptance in the mail or by giving oral notice by telephone or in person. Owner shall refund (as specified above) to Applicant within three (3) normal business days if cash or money order was paid, or as soon as Applicant's check clears, if:

1. Applicant's offer is not accepted by the agreed date, Owner will refund the entire amount paid less credit checking charges, OR
2. Applicant's offer is accepted but the Premises does not become available on the agreed date, then Owner will refund the entire amount paid by Applicant.

If, after notification of acceptance, Applicant fails to enter into the agreed Rental Agreement and pay the first month's rent and security deposit, the Owner may deduct from the amount received an amount equal to 1/30th of the above monthly rent for each day the Premises are vacant from the date Applicant's tenancy was to begin, to date tenancy commences upon reletting, not to exceed 30 days.

Owner, within twenty-one (21) days after the Premises are relet, shall return to Applicant, to the Applicant's address shown below, any balance remaining, with an itemization of Owner's damages.

If any legal action or proceeding be brought by either party to enforce any part of this agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorney's fees and costs.

By signing in the space provided below, Owner/Agent acknowledges receipt of this offer.

Applicant

Applicant

Applicant's Address

Applicant's Address

Phone: (_____) _____ - _____ ☐ Cell ☐ Home

Phone: (_____) _____ - _____ ☐ Cell ☐ Home

Work Phone: (_____) _____ - _____

Work Phone: (_____) _____ - _____

Owner/Agent Signature

Date



Your use of any of these forms constitutes your representation that you have counseled with your personal attorney before using the form, and in using the form you are relying on your attorney's counsel and your own investigation, and not on any express or implied representation by SBRPA or any of its officers, directors, employees, or representatives.

Form MISC-006
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