

ADVANCE PAYMENT ADDENDUM TO RENTAL APPLICATION

APA

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

1 **PROPERTY** _____
2 **APPLICANT** _____
3 **LANDLORD/BROKER** _____
4 **DATE OF APPLICATION** _____

5
6 **1. Application Fee.** The Application Fee of \$ _____ identified on the Rental Application is NON-REFUNDABLE
7 and will not be applied towards rent or other financial obligations should Applicant be approved. Applicant agrees that this
8 sum is paid in consideration of Landlord/Broker's review and/or verification of the information stated in the application.
9

10 **2. Advance Payments of Security Deposit and Rent.** In addition to the Application Fee, Applicant will pay Security Deposit
11 and/or Rent as stated below. These amounts will be paid at the time the Rental Application is given to Landlord/Broker, unless
12 a different date is stated here. Security Deposit Due Date: _____ Rent Due Date: _____
13

14 (A) **Security Deposit:** \$ _____. The Security Deposit shall be held by (check one):
15 **Broker.** Applicant agrees that Broker may wait to deposit any uncashed check that is received as a Security Deposit
16 until Applicant's Rental Application is approved/accepted. Upon approval of the Rental Application, Broker will deposit
17 the Security Deposit in an escrow account as required by the Rules and Regulations of the State Real Estate Commission
18 pending the termination of the Lease, the sale of the property to a new Landlord, or the termination of Broker's services.
19 If the property is sold, or the Broker's services are terminated, Applicant will be notified of the person to whom the
20 Security Deposit has been transferred.

21 **or**

22 **Landlord.** Landlord will hold Applicant's Security Deposit in compliance with the Pennsylvania Landlord and
23 Tenant Act as more completely described in the Lease Agreement.
24

25 (B) **Rent:** \$ _____. Rent, even if paid to Broker, may be transferred to Landlord. While held by Broker,
26 the rent will be maintained in a rental management account as required by the Rules and Regulations of the State Real
27 Estate Commission.
28

29 **3. Refund of Advance Payments.** Applicant may withdraw the Application at any time prior to approval or within _____ days
30 from notice of approval. If Applicant withdraws within the stated time period, or the Property is leased or sold prior to
31 Applicant signing a Lease Agreement, the full amount of the Advance Payments of Security Deposit and/or Rent will be
32 returned to Applicant. If Applicant's payment of these amounts was by check, the refund may occur after Applicant's check
33 has cleared.
34

35 **4. Lease.** Applicant will, within _____ days from notice of approval, sign a Lease Agreement. **Applicant has received**
36 **a copy of the Lease Agreement and has had the opportunity to review it.**
37

38 **5. Liquidated Damage - Loss of Advance Payments.** If Applicant furnishes false or misleading information on the Rental
39 Application, does not sign a Lease Agreement within the time period stated in paragraph 4 and/or fails to pay the full amount
40 of the Advance Payments as stated above, Applicant will lose any right to lease and may forfeit any Advance Payments made
41 under the terms of this Addendum. Landlord and Broker are released from all obligations to Applicant and may elect to retain
42 any or all Advance Payments as liquidated damages or as monies to be applied against Landlord's/Broker's actual damages.
43

44 **I have read and agree to the provisions as stated.**

45
46 **APPLICANT** _____ **DATE** _____

47
48 **APPLICANT/CO-SIGNER** _____ **DATE** _____

49
50 **APPLICANT/CO-SIGNER** _____ **DATE** _____

51
52 **APPLICANT/CO-SIGNER** _____ **DATE** _____

53
54 **LANDLORD/BROKER (Company Name)** _____

55 **ACCEPTED BY** _____ **DATE** _____