

Terms & Conditions

1. **Substantial Similarity** If Landlord is unable to provide a unit matching the criteria detailed in Section 1, a substantially similar unit will be offered. Features such as floor number, sightlines, compass orientation, flooring type, and interior finishes are considered minor differences and do not affect the substantial similarity of a unit.
2. **Availability** The future availability of apartment units at the above referenced property matching the criteria in Section 1 is presently unknown. Landlord in no way guarantees the availability of a unit matching (or substantially similar to) the criteria detailed in Section 1.
3. **Deposits** The reservation deposit listed in Section 2, Line (a) will only be refunded if Landlord is unable to offer applicants a unit that is substantially similar to the criteria in Section 1. The application fee and the Wait List fee listed in Section 2, Lines (b) & (c) are non-refundable.
4. **Applications** The applicant(s) listed in Section 3 must each complete Company's rental application which must be submitted with this form in order for applicant(s) to be eligible for the waitlist. The Company will process each rental application within 48 hours of receipt. If any applicant listed in Section 3 fails to meet Company's minimum rental standards, all applicants will be removed from the waitlist and will lose their chronological placement in said waitlist.
5. **Broker** The broker fee, if any, offered in Section 4 is only due and payable upon receipt of a completed lease, including all deposits, between Landlord and the applicants listed in Section 3 for an apartment unit at the same address and substantially matching the criteria listed in Section 1.
6. **Notice to Applicant(s)** Landlord shall notify applicants of available units via the applicants' email address(es) provided on the front of this form. The applicant(s) is/are solely responsible for maintaining and monitoring their email account(s) and Landlord shall not be responsible for any technical issues associated with the applicants' email service nor for the applicants' failure or inability to monitor or check their email account(s).
7. **Timing** Landlord will offer applicants a substantially similar unit no later than 60 days prior to the desired move-in date listed in Section 1. If landlord is unable to offer applicants a substantially similar unit by the date that is 60 days prior to the desired move-in date, applicants will have the option to terminate this waitlist agreement and receive a full refund of the reservation deposit listed in Section 2, Line (a) (application & administrative fees are non-refundable).
8. **Applicants' Rejection of Units Offered** Applicants will have the option of rejecting up to two (2) substantially similar units without losing their placement on the waitlist. If applicants do not accept any of the first three (3) units offered, they will forfeit any and all deposits made hereunder and will be removed from the waitlist. Once a unit is rejected, it may no longer be available for applicants to lease.
9. **Applicants' Decision Period** Applicants will have a maximum of 48 hours from the time Landlord notifies them of an eligible unit to accept or reject the unit. Failure to respond within 48 hours will be considered a rejection of the unit pursuant to the terms and conditions herein.