

**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 and  
7 will not be applied towards rent or other financial obligations should Applicant be approved. Applicant agrees that this sum is  
8 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 a  
12 different date is stated here. Security Deposit Due Date: \_\_\_\_\_ Rent Due Date: \_\_\_\_\_

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

20  
21 **or**

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

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

27  
28 **3. Refund of Advance Payments.** Applicant may withdraw the Application at any time prior to approval or within \_\_\_\_\_ days  
29 from notice of approval. If Applicant withdraws within the stated time period, or the Property is leased or sold prior to  
30 Applicant signing a Lease Agreement, the full amount of the Advance Payments of Security Deposit and/or Rent will be  
31 returned to Applicant. If Applicant's payment of these amounts was by check, the refund may occur after Applicant's check has  
32 cleared.

33  
34 **4. Lease.** Applicant will, within \_\_\_\_\_ days from notice of approval, sign a Lease Agreement. **Applicant has received a copy of**  
35 **the Lease Agreement and has had the opportunity to review it.**

36  
37 **5. Liquidated Damage - Loss of Advance Payments.** If Applicant furnishes false or misleading information on the Rental  
38 Application, does not sign a Lease Agreement within the time period stated in paragraph 4 and/or fails to pay the full amount of  
39 the Advance Payments as stated above, Applicant will lose any right to lease and may forfeit any Advance Payments made  
40 under the terms of this Addendum. Landlord and Broker are released from all obligations to Applicant and may elect to retain  
41 any or all Advance Payments as liquidated damages or as monies to be applied against Landlord's/Broker's actual damages.

42  
43 **I have read and agree to the provisions as stated.**

44  
45 **APPLICANT** \_\_\_\_\_ **DATE** \_\_\_\_\_

46  
47 **APPLICANT/CO-SIGNER** \_\_\_\_\_ **DATE** \_\_\_\_\_

48  
49 **APPLICANT/CO-SIGNER** \_\_\_\_\_ **DATE** \_\_\_\_\_

50  
51 **APPLICANT/CO-SIGNER** \_\_\_\_\_ **DATE** \_\_\_\_\_

52  
53 **LANDLORD/BROKER (Company Name)** \_\_\_\_\_

54  
55 **ACCEPTED BY** \_\_\_\_\_ **DATE** \_\_\_\_\_

