

 **Farrell Smyth Inc.**  
A Real Estate Company

21 Santa Rosa Street, Suite 250, San Luis Obispo, CA. 93405  
Phone: (805)543-2636  
Fax: (805)543-3083  
www.farrellsmyth.com

Address of Property: \_\_\_\_\_

The processing time for an application varies; you may call the office during business hours to check on the status of an application. **Applications will be processed in the order received & the first qualified will be selected.**

- This application may be used for all rental properties listed by Farrell Smyth, Inc.
- **\$20 Application Fee due at the time application is submitted. Application fee can be paid by Venmo (@farrell-smyth, personal/cashier's check, or money order made out to Farrell Smyth, Inc. )**
- Applications that require a co-signor must fill out the "Addendum B: Guaranty of Lease" and have it **notarized** upon being approved.
- Applicants without a co-signor require a credit check which requires a separate \$35 fee.
- Applicants without a co-signor will have their employment and/or other sources of income will be verified. Applicants who are retired or self-employed must provide written verification of income at the time the application is submitted. Such items include, but are not limited to, 1099s or bank statements.
- Current and prior landlord references will be checked.
- A photo copy of a valid driver's license or identification card is required with application. Please attach a copy to your completed application.
- This application must be complete prior to submitting it in to the office. Incomplete applications will not be processed.

**By signing below, you are giving permission for your financial information to be released to Farrell Smyth, Inc. for the purpose of income verification. Additionally, by signing this rental application, you are giving permission for the current and prior tenant information to be released to Farrell Smyth, Inc. for the tenancy verification.**

Applicants Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Application Requirements:**

With a Cosigner:

\$20 App Fee  
Driver's License/ID  
Addendum B

With Credit:

\$20 App Fee  
Drivers License/ID  
\$35 Credit/Background Check Fee  
3 Months of Paystubs  
650+ Credit Score  
No Prior Evictions



I. APPLICATION TO RENT

THIS SECTION TO BE COMPLETED BY APPLICANT. A SEPARATE APPLICATION TO LEASE OR RENT IS REQUIRED FOR EACH OCCUPANT 18 YEARS OF AGE OR OVER, OR AN EMANCIPATED MINOR.

1. Applicant is completing Application to Lease or Rent as a (check one) [ ] tenant, [ ] tenant with co-tenant(s) or [ ] guarantor/co-signor.

Total number of applicants \_\_\_\_\_

2. PERSONAL INFORMATION

A. FULL NAME OF APPLICANT \_\_\_\_\_

B. Date of Birth \_\_\_\_\_ (For purpose of obtaining credit reports. Age discrimination is prohibited by law.)

C. (1) Driver's license No. \_\_\_\_\_ State \_\_\_\_\_ Expires \_\_\_\_\_
(2) See section II, paragraph 2C for Social Security Number/Tax Identification Numbers. Such number shall be provided upon request from Rental Property Owner, Authorized Broker or Agent, or Property Manager ("Housing Provider").

D. Phone number: Home \_\_\_\_\_ Work \_\_\_\_\_ Other \_\_\_\_\_

E. Email: \_\_\_\_\_

F. Name(s) of all other proposed occupant(s) \_\_\_\_\_

G. Pet(s) (Other than service or companion animals) (number and type) \_\_\_\_\_

H. Auto: Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ License No. \_\_\_\_\_ State \_\_\_\_\_ Color \_\_\_\_\_

Other vehicle(s): \_\_\_\_\_

I. In case of emergency, person to notify (other than occupants of applicant's household) \_\_\_\_\_

Relationship \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

J. Does applicant or any proposed occupant plan to use liquid-filled furniture?..... [ ] Yes [ ] No

If yes, type \_\_\_\_\_

K. Has applicant been a party to an unlawful detainer action or filed bankruptcy within the last seven years?..... [ ] Yes [ ] No

If yes, explain \_\_\_\_\_

L. Has applicant or any proposed occupant ever been asked to move out of a residence?..... [ ] Yes [ ] No

If yes, explain \_\_\_\_\_

M. Has applicant or any proposed occupant ever been convicted of or pleaded no contest to a felony within the last seven years? ..... [ ] Yes [ ] No

If yes, explain \_\_\_\_\_

(After completing a credit review, Housing Provider may consider the nature of the felony and the length of time since it occurred so long as the felony is directly related to the applicant's ability to meet its obligations under the lease terms, and any other relevant mitigating information pursuant to 2 CCR §12266.)

3. RESIDENCE HISTORY

Current address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

From \_\_\_\_\_ to \_\_\_\_\_

Name of Housing Provider \_\_\_\_\_

Housing Provider's phone \_\_\_\_\_

Do you own this property? [ ] Yes [ ] No

Reason for leaving current address \_\_\_\_\_

Previous address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

From \_\_\_\_\_ to \_\_\_\_\_

Name of Housing Provider \_\_\_\_\_

Housing Provider's phone \_\_\_\_\_

Did you own this property? [ ] Yes [ ] No

Reason for leaving this address \_\_\_\_\_

4. EMPLOYMENT AND INCOME HISTORY

Current employer \_\_\_\_\_

Current employer address \_\_\_\_\_

From \_\_\_\_\_ to \_\_\_\_\_

Supervisor \_\_\_\_\_

Supervisor's phone \_\_\_\_\_

Employment gross income \$ \_\_\_\_\_ per \_\_\_\_\_

Other income info \_\_\_\_\_

Previous employer \_\_\_\_\_

Previous employer address \_\_\_\_\_

From \_\_\_\_\_ to \_\_\_\_\_

Supervisor \_\_\_\_\_

Supervisor's phone \_\_\_\_\_

Employment gross income \$ \_\_\_\_\_ per \_\_\_\_\_

Other income info \_\_\_\_\_



Property Address: X, , Date: \_\_\_\_\_

**5. CREDIT INFORMATION**

**A. CREDITORS**

Name of Creditor: \_\_\_\_\_ Account \_\_\_\_\_  
Monthly Payment: \$ \_\_\_\_\_ Balance Due: \$ \_\_\_\_\_

Name of Creditor: \_\_\_\_\_ Account \_\_\_\_\_  
Monthly Payment: \$ \_\_\_\_\_ Balance Due: \$ \_\_\_\_\_

Name of Creditor: \_\_\_\_\_ Account \_\_\_\_\_  
Monthly Payment: \$ \_\_\_\_\_ Balance Due: \$ \_\_\_\_\_

Name of Creditor: \_\_\_\_\_ Account \_\_\_\_\_  
Monthly Payment: \$ \_\_\_\_\_ Balance Due: \$ \_\_\_\_\_

**B. BANKING**

Name of Bank/Branch: \_\_\_\_\_ Account No. \_\_\_\_\_  
Type of Account: \_\_\_\_\_ Account Balance: \$ \_\_\_\_\_

Name of Bank/Branch: \_\_\_\_\_ Account No. \_\_\_\_\_  
Type of Account: \_\_\_\_\_ Account Balance: \$ \_\_\_\_\_

**6. PERSONAL REFERENCES**

Name \_\_\_\_\_ Address \_\_\_\_\_  
Phone \_\_\_\_\_ Length of acquaintance \_\_\_\_\_ Occupation \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_  
Phone \_\_\_\_\_ Length of acquaintance \_\_\_\_\_ Occupation \_\_\_\_\_

**7. NEAREST RELATIVE(S)**

Name \_\_\_\_\_ Address \_\_\_\_\_  
Phone \_\_\_\_\_ Relationship \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_  
Phone \_\_\_\_\_ Relationship \_\_\_\_\_

8. Applicant understands and agrees that: (i) this is an application to rent only and does not guarantee that applicant will be offered the Premises; (ii) Housing Provider may receive more than one application for the Premises and, (iii) Applicant will provide a copy of applicant's driver's license or other acceptable identification upon request.

Applicant represents the above information to be true and complete, and hereby authorizes Housing Provider to: (i) verify the information provided; (ii) obtain a credit report on applicant\*\* and (iii) obtain an "Investigative Consumer Report" ("ICR") on and about applicant. An ICR may include, but not be limited to, criminal background checks, reports on unlawful detainers, bad checks, fraud warnings, and employment and tenant history. By signing below, you also acknowledge receipt of the attached NOTICE REGARDING BACKGROUND INVESTIGATION PURSUANT TO CALIFORNIA LAW (C.A.R. form BIRN).

- If a screening fee is paid, the applicant will be provided a copy of the credit report obtained by Housing Provider within **7 days** of the Housing Provider receiving the report.
- If a screening fee is not paid, check this box if you would like to receive, at no charge, a copy of an ICR or consumer credit report if one is obtained by the Housing Provider whenever you otherwise have a right to receive such a copy under California law.

- \*\* If an applicant will be receiving a government rent subsidy to assist in the payment of rent, such as a Section 8 voucher, applicant may choose to provide lawful, verifiable, alternative evidence of reasonable ability to pay rather than have Housing Provider rely on a credit report. The applicant shall be given a reasonable time to provide the alternative documentation.

- Applicant will be receiving a rent subsidy pursuant to the following government program and elects to provide alternative documentation: \_\_\_\_\_

9. Applicant further authorizes Housing Provider to disclose information to prior, current, or subsequent owners and/or agents with whom applicant has had, or intends to have, a rental relationship.

If application is not fully completed, or if section II, 2 is applicable and the application is received without the full screening fee: (i) the application will not be processed, and (ii) the application and any portion of the screening fee paid will be returned.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

Return your completed application and any applicable fee not already paid to: \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_



Property Address: X, , Date: \_\_\_\_\_

## II. PROPERTY INFORMATION AND SCREENING FEE

THIS SECTION TO BE COMPLETED BY HOUSING PROVIDER (applicant may fill in the "Premises" in paragraph 1A below):

### 1. PROPERTY INFORMATION

- A. Applicant submits this application to lease or rent for the Premises located at X, , ("Premises") or  any prospective locations which may fit Applicant's rental criteria.
- B. Rental Amount: \$ \_\_\_\_\_ Rent per month.
- C. Proposed move-in date: \_\_\_\_\_.

### 2. SCREENING FEE: A rental unit is available or will be available within a reasonable period of time.

- A.  Applicant will provide screening information and fee directly to Housing Provider's authorized screening service at: \_\_\_\_\_
- OR B.  Applicant shall pay screening fee of **\$35.00** per applicant, directly to Housing Provider, applied as follows: (Civil Code § 1950.6 sets the maximum screening fee that can be charged, as adjusted annually by the Consumer Price Index. As an example, the maximum screening fee in 2024 was \$62.02 per applicant, according to the California Apartment Association.)
  - \$ **35.00** for credit reports prepared by CONTEMPORARY INFORMATION CORP (CIC) ;
  - \$ \_\_\_\_\_ for \_\_\_\_\_ (other out-of-pocket expenses); and
  - \$ \_\_\_\_\_ for processing.
  - (1)  Application received with the full screening fee in the amount of \$ \_\_\_\_\_.
  - (2) If application is received without the full screening fee: (i) Housing Provider will notify Applicant, (ii) the application will not be processed, and (iii) the application and any portion of the screening fee paid will be returned.
  - (3) If Housing Provider collects the screening fee, Housing Provider shall provide Applicant a receipt for the screening fee, itemizing out of pocket expenses and time spent. By signing below, Applicant agrees the receipt may be provided by personal delivery, mail, or email.
- C. (1) Housing Provider shall return the entire screening fee if applicant is not selected for tenancy, regardless of the reason, within seven days of selecting another applicant for tenancy or within 30 days of when the application was submitted, whichever occurs first;
- OR (2) If Housing Provider has a written screening criteria, and that criteria is disclosed to the applicant with the application ( screening criteria attached) and the first applicant meeting that criteria is approved for the tenancy, then,
  - (i) Housing Provider shall refund the entire screening fee within 7 days of failing to consider the application if the application is not actually considered;
  - (ii) As an alternative to paragraph 2C(2)(i) Housing Provider may offer to apply the screening fee to another rental unit being offered by the Housing Provider. In such a case, Housing Provider may retain the screening fee if the applicant does not meet the established, disclosed criteria;
  - (iii) Housing Provider may keep the screening fee if the application is considered and the applicant is not accepted because the applicant does not meet the established, disclosed criteria.
- D.  Applicant shall provide Social Security Number/Tax Identification Number to Housing Provider.

The undersigned has read the foregoing section regarding the screening fee and acknowledges receipt of a completed copy.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

Housing Provider acknowledges receipt of this entire Application to Lease or Rent/Screening Fee.

By: FARRELL SMYTH INC. DRE Lic.# 00754454 Date \_\_\_\_\_

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NOTICE REGARDING BACKGROUND INVESTIGATION
REPORTS PURSUANT TO CALIFORNIA LAW
(C.A.R. Form BIRN, Revised 6/23)

FARRELL SMYTH INC (the "Housing Provider")

intends to obtain information about you from an investigative consumer reporting agency and/or a consumer credit reporting agency for the purpose of letting a dwelling. Thus, you can expect to be the subject of "investigative consumer reports" and "consumer credit reports" obtained for housing purposes.

CRA: CONTEMP. INFO. CORP., Address: 3700 CRESTWOOD PKWY, #300 DULUTH, GA 30096
Telephone: (888)316-4242 Email: N/A

The Housing Provider agrees to provide you with a copy of an investigative consumer report when required to do so under California law.

Under California Civil Code § 1786.22, you, with proper identification, are entitled to find out from a CRA what is in the CRA's file on you, as follows:

- In person, by visual inspection of your file during normal business hours and on reasonable notice.
• A summary of all information contained in the CRA's file on you that is required to be provided by the California Civil Code will be provided to you via telephone, if you have made a written request, with proper identification, for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to you.
• By requesting a copy be sent to a specified addressee by certified mail.

"Proper Identification" includes documents such as a valid driver's license, social security account number, military identification card, and credit cards.

The CRA will provide trained personnel to explain any information furnished to you and will provide a written explanation of any coded information contained in files maintained on you.

You may be accompanied by one other person of your choosing, who must furnish reasonable identification. A CRA may require you to furnish a written statement granting permission to the CRA to discuss your file in such person's presence.

The undersigned acknowledges receipt of this Notice Regarding Background Investigation Pursuant to California Law.

Applicant Signature Date

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BIRN REVISED 6/23 (PAGE 1 OF 1)



NOTICE REGARDING BACKGROUND INVESTIGATION REPORTS PURSUANT TO CALIFORNIA LAW (BIRN PAGE 1 OF 1)

**ADDENDUM B**

**GUARANTY OF LEASE AGREEMENT**

In consideration of the consent of Landlord entering into the Rental Agreement of \_\_\_\_\_  
Applicant's Name

and pursuant to the Rental Agreement for the property \_\_\_\_\_  
Property Address

attached hereto and incorporated, I \_\_\_\_\_, Guarantor,  
Guarantor's Name

herein guarantee jointly and severally to: i) guarantee unconditionally to the Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs, attorney fees, including enforcing the Agreement; ii) consent to any changes, modifications or alterations of any term of this Agreement, including lease extensions, agreed to by the Landlord and Tenant; and iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce the Guarantee. Guarantor agrees that the obligation shall in no way be terminated, affected, or impaired by reason of any action which Landlord may take, or fail to take against Tenant, or by reason of any waiver of, or failure to enforce, any of the rights or remedies to Landlord in said Rental agreement and all amendments thereto. In witness whereof, the undersigned Guarantors have executed this Guaranty, in the presence of a notary, on the \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
GUARANTOR

\_\_\_\_\_  
CITY, STATE, POSTAL CODE

\_\_\_\_\_  
PHONE NUMBER

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_ } S.S.

\_\_\_\_\_  
EMAIL

On \_\_\_\_\_ before me, \_\_\_\_\_  
A notary Public in and for said County and State, \_\_\_\_\_  
\_\_\_\_\_ Personally appeared

known to me (or proved to me on the basis of satisfactory evidence to be the person whose name is/are subscribed to the within instrument and acknowledge to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

\_\_\_\_\_  
SIGNATURE

**FOR NOTARY SEAL OR STAMP**

