



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 4260 Palm Ave. San Diego, CA 92154 on the terms and conditions set forth in the Rental Agreement/Lease and:

Rent in advance of \$_____ per month, payable on the 1st day of each month, tenancy to begin on the _____ day of _____ of the Year _____, but subject to any present resident vacating or the unavailability of the premises.

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

- 1.- Reimburse Owner for cost of credit checking (not to exceed).....\$_____
- 2.- Balance, if any, to be applied to first month's rent in advance in the amount of \$_____
- 3.- Balance, if any, to be applied to security deposit.....of \$_____

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

- a) Applicant's offer is not accepted by the agreed date, Owner will refund entire amount paid less credit checking charges, OR
- b) Applicant's offer is accepted but the premises does not become available on the agreed date, the Owner will refund the entire amount paid by Applicant.

If after notification of acceptance, Applicant fails to immediately enter into the agreed Rental Agreement/Lease and pay the first's month's rent and security deposit, Owner will deduct from the amount received and amount equal to 1/30th of the above monthly rent for each day the premises are vacant from the date the Applicant's tenancy was to begin, plus the full cost of any additional services requested by Applicant, 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 itemization of Owners damages.

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

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

Applicant's Signature	Applicant's Signature
Applicant's Address	Applicant's Address
()	()
Home Phone	Work Phone
Date	Owner/Agent

