

TENANTS GUIDE

INTRODUCTION

Landmark Estates aim to provide both Landlords and Tenants with a high quality residential Letting and Property Management service aimed in particular at the housing needs of the business and professional community.

We are ARLA licenced (Association of residential Letting Agents) and our staff are experienced, well trained professionals, and are dedicated to maintaining the high standards of service demanded by our customers.

We are happy to advise our Tenants on all matters relating to property rental.

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MAKING YOUR OFFER

Once you make an offer on a property it will be put to the Landlord .The offer will have several components such as the weekly rent offered, proposed moving-in date, the length of the tenancy, break clause details and any other requirements you may have. As the Landlords acceptance of any offer is dependent not merely on price but on **ALL** elements of your offer it is crucial that they are put forward at this stage. **NB: If you have pets of any kind that you intend to keep at the property you now wish to rent, you must declare this and the type of pet as part of your offer. Any requests made after your original offer is accepted may not be considered, or rejected outright.**

At the point you make your offer we will ask you for a "Goodwill Deposit" in cleared funds this will usually be an amount equivalent to one week's rent. We will issue you with a receipt for these monies.

If we are unable to get your offer accepted by the Landlord your goodwill deposit will be fully refunded.

Important

1. If you change your mind and withdraw from the proposed tenancy we reserve the right to make such reasonable deductions to cover any expenses or costs incurred.
2. Should it become clear that either the prospective tenant or tenants , or their guarantor (if applicable) a) Omitted relevant information b) Were not truthful or c) Gave misleading information when completing the credit referencing application form no monies will be refunded.

REFERENCES

We need to provide our Landlords with references in support of each Tenancy applicant.

Referencing is usually undertaken by a credit referencing agency .You will be required to complete either a manual application or in most instances complete an application form online. If you are self-employed your accountant will be asked to provide details of your last three years of accounts. Please be thorough when completing these forms, giving as much information as possible, as this helps to speed up your application.

If the tenancy is to be entered into by a limited company, firm or a partnership a company search will be carried out on completion of the relevant application form.

Prior to moving into the property we will require proof of identity (e.g. passport, driving licence), and proof of your current address (e.g. utility bill, council tax bill).Should you be a citizen of a Country outside the European Community we will require a copy of the relevant Home Office permission or Visa to remain in the UK for duration of the proposed Tenancy.

N.B. It is always advisable bring to our attention any potential problem areas or concerns you may have about your application as we are experienced in such matters and can often overcome them if brought to our attention before signing this document.

PAYMENT OF INITIAL MONIES PRIOR TO MOVE IN

After paying your "Good Will Deposit" you will be given a statement detailing the balance remaining of the first month's rent, the six weeks deposit and the agreement and referencing fees which must be with us in cleared funds prior to your move-in.

VERY IMPORTANT - FAILURE TO ENSURE THIS PAYMENT IS NOT CLEARED PRIOR TO OR ON THE DAY OF MOVE IN WILL RESULT IN YOUR TENANCY COMMENCING BUT YOU BEING UNABLE TO TAKE UP OCCUPANCY UNTIL THE FUNDS ARE CLEARED. OUR BANK DETAILS (**for move in funds or goodwill deposits**)are Barclays Bank Sort Code: 20-54-25 Account: 73807606 using the first line of the property address as a reference .Please note transfers can take up to 3 working days to clear, please check with your bank.

AGREEMENTS

In the main an Assured Shorthold tenancy agreement is used which gives protection to both you and your Landlord under the 1988 Housing Act (amended by the Housing Act 1996). A Tenancy Agreement is a legal and binding document. Please ensure that if you do not understand your legal rights you should consult a Housing Advice Centre, solicitor or Citizen's Advice Bureau.

We will prepare agreements for the tenancy and make a charge for this service to the Tenant of £210.00 Inc VAT per person. This fee includes referencing as detailed above plus our costs in processing your tenancy and preparing the property for you. See Page 8. "Landmark Charges".

DURATION/TERMINATION

Our contracts are for a fixed minimum term of one year as standard. Without a clause giving the right to give notice it is not possible to release Tenants early. **Should a break clause be required please detail this on page 9.**

DEPOSITS

A deposit against damage or dilapidations is required and is equivalent to six week's rental unless otherwise specifically stated. **Your deposit is not transferable as rent.** Deposits should be paid to us on or before the move in date. Details of the deposit and the terms under which it is held will be included in the Tenancy Agreement.

Since the introduction of the Tenancy Deposit Protection Scheme both Landlords and Agents must be members of a government approved scheme in order to hold the deposit during a tenancy. This protects your deposit and provides for the resolution of any disputes over its return. We are members of the TDS Scheme, further details can be found at www.tds.gb.com. On moving in you will be issued with an informative booklet entitled "*What is the Tenancy Deposit Scheme*".

We will hold the deposit as "Stakeholder" of all managed properties. If the property is Non Managed i.e. Let Only, in most cases we will still hold the deposit. Should this not be the case then you will be advised accordingly, and your Landlord will be advised that he/ she/they have 30 days in which to register your deposit with an approved scheme.

***Stakeholder means we hold the deposit as a quasi-trustee on behalf of both parties, and we cannot release it without the consent of both parties.**

INVENTORIES

Non Managed Properties - Our Landlords are always advised that it is now crucial to have an independent Inventory and Schedule of Condition (Check In) prior to a new Tenancy. This is essential in order to support any claim against your deposit should there be a dispute over any proposed deductions.

We would advise all Tenants to insist that a professional Inventory and Schedule of Condition (Check In) is prepared.

Managed Properties - A professional Inventory and Schedule of Condition (Check In) will be prepared prior to the commencement of the tenancy. Wherever possible we would advise that you are present when the in going Inventory Report is created. On completion of the report your comments, if any, will be noted and your signature obtained. Should this not be possible the report will be posted out to you as soon as we receive it from the inventory company. You then have 7 days in which to return it to us. We strongly advise you to sign and return your Inventory along with any comments or notes of discrepancies; it is in your own interests to do so. Failure to do so could mean that in the case of any dispute, it would be very difficult to prove your case.

MANAGED PROPERTY

We manage a large proportion of the property we let on behalf of our clients. This means that we are your contact for all maintenance and repairs or for any other issues in relation to the property or your tenancy. These include for example, rent collection, periodic inspections (usually one in each six month period of the Tenancy), tenancy renewal, and finally your move out and related procedures. This system provides good personal contact and ensures that there is continuity in all things.

We will advise you at the outset of your dealings with us if the property you are considering is managed by us or not and this is also indicated on the "Good Will Receipt" (the last page of this document).

NON-MANAGED PROPERTY

Where the property is not managed your point of contact will usually be the Landlord or his appointed representatives. We will provide you with the necessary contact details. Your Landlord will contact you and should put in place appropriate arrangements.

PAYMENT OF RENT

Rent is payable monthly in advance by standing order, leaving your account three days prior to the due date each month. You must therefore have a bank or building society account capable of supporting payments by this method. It is a contractual obligation that the rent is paid on time and by standing order.

RENT ARREARS

Non-payment of rent is a breach of contract. If rent is outstanding the Landlord is entitled to lawfully terminate the tenancy by obtaining a court order. **Please inform the Management Department (or your Landlord) if for any reason the rent payment will be late or if you are experiencing any difficulty in paying your rent.**

REDIRECTION OF MAIL

Landlords and/or the previous Tenant /s have been advised that all mail should be redirected using the appropriate service via the Post Office. However this can take some time to set up and you may still receive some post. If you do so we would appreciate this being forwarded to us promptly and unopened (or if non – managed directly to your Landlord). If mail of this type becomes a nuisance to you at any point please let us, or your Landlord know.

APPLIANCES / HEATING SYSTEMS

We do request that Landlords supply operating instructions and manuals for washing machines, dishwashers, central heating etc. However this cannot be guaranteed as often they are lost or mislaid. Please familiarise yourselves with all appliances. If in doubt please seek guidance from your Landlord or, in the case of a managed property, notify our Management Department who will do their best to assist.

In the case of heating systems most will have some sort of timing system, which can be adjusted to suit your lifestyle. Failure to set such timings will no doubt lead to higher bills. Again, if in doubt, please seek guidance from your Landlord or, in the case of a managed property, speak to our Management Department who will do their best to assist.

GAS, ELECTRICITY, WATER

Gas, electricity and water bills are not included in your rent unless advised to the contrary. It is your responsibility to inform all utility companies that you are the new occupier of the property, and therefore liable for the bill. **N.B. In order to check who supplies Electricity contact UK Power Network on 08456015467 Option 1, to find your gas supplier call Transco on 08706081524. For Water see page 7.**

TELEPHONE

Particular thought should be paid to the telephone service which can be taken over by an incoming Tenant if required usually at no cost; providing there is no break in service. British Telecom will not talk to third parties so we are unable to help you directly with these arrangements.

COUNCIL TAX

You are responsible for paying this tax. Landmark will register your details with the relevant Council, who will then contact you directly. Payment of the Council Tax is best made monthly direct to the Council, it is your responsibility to arrange this with your bank or building society, or by completing an appropriate mandate or by your banks online service.

Full-time students are exempt subject to certain criteria, and single occupiers receive a discount. Please seek advice from the relevant Council Tax Department or the Students Union to get your exemption/or discount clarified and noted.

KEYS

Each person named on the contract will receive a set of keys to the property at the commencement of the tenancy. We will ensure that sufficient keys to other locks at the property are available for you on move in.

BUYING THE PROPERTY

If at any time you feel that you may be interested in buying the property you are renting Landmark Estates will be pleased to explore this possibility on your behalf.

INSPECTIONS

On Managed Properties our staff or a nominated company will carry out one inspection during each six month term. We reserve the right to inspect more frequently if we feel it is necessary. Inspections are designed not to be intrusive and there is no need for you to be present unless you wish to be. They are also an opportunity to raise issues of maintenance or other matters not previously brought to our attention. If non – managed your Landlord will make his or her own arrangements with you regarding inspections.

CHECK-OUT INVENTORY

Where we manage the property or hold the Deposit at the end of your Tenancy we will arrange for the inventory company to attend the property to undertake a final inspection and create an outgoing Schedule of condition (Check Out). You are advised to be present. We always endeavour to arrange a mutually agreeable time for this to take place; but it may not always be possible. N.B. Should you agree an appointment time in order to meet and allow access to the Inventory Clerk at the property and fail to keep the appointment, you will be liable for any charge levied for cancellation.

We may, at our discretion, make an additional appointment prior to your departure in order to establish whether or not there are any issues we need to discuss with you before you move out.

In cases of dispute we may acquire and later rely on video and/or photographic evidence

NB: Once the Inventory Clerk has completed their work you must hand the keys to them, and vacate the property. You will not be granted further access to rectify any matters highlighted in the report.

CLEANING is without doubt the most contentious issue that arises at the end of a Tenancy. We always insist that the property is professionally cleaned prior to the commencement of your Tenancy. Providing the incoming Schedule of Condition report (Check In) reflects this by stating that it has been "professionally cleaned" or "to a professional standard", you will be required to have the property professionally cleaned at Tenancy End. This will no doubt save you considerable time, hassle and money.

Please remember that once you vacate a property you will not be allowed access to make good or further clean any item or area highlighted in the Outgoing Schedule of Condition (Check Out).

You are liable for the cost of the outgoing Inventory Report (Checkout), current prices are available on request though this may vary depending on vat rate, market conditions, or provider. The charge will be deducted from your deposit.

Where we are not managing the property or holding the Deposit it is for the Landlord to arrange a check-out inspection.

Where the conduct of a Tenant warrants exceptional work or wastage of time on our part, we reserve the right to charge a reasonable fee, in addition to the charge made by the inventory company in accordance with the provisions of the contract.

TENANTS CONTENTS INSURANCE

As part of our duty of care to tenants we require that you take out a contents insurance policy in order to protect your possessions as your Landlord's policy would not do so. This policy must also insure against you accidentally damaging the Landlord's furnishings, fixtures and fittings during your stay. **Please ask the Lettings Administrator for details**

NB: Alternatively you are required to provide a copy of your own policy, which must include accidental damage cover, prior to your move in.

Remember that even a small accident could absorb more than the sum we hold as deposit. Neither the Landlord nor Landmark Estates can accept any responsibility or liability for any losses incurred.

MAINTENANCE

Where your Landlord manages the property himself, you will need to contact him or her should any repairs or maintenance prove necessary.

Where we are managing the property you will be reassured to learn that we have a dedicated Property Management Department.

MANAGED PROPERTY - CONTACT DETAILS

Accounts, Rent Payments, Arrears - Marlie Noriega MARLA marlie@lmlondon.com 020 7093 9815

Tenancy Renewal, Extensions – Marlie Noriega MARLA marlie@lmlondon.com 020 7093 9815

Maintenance, Mid Term Inspections, Move Out Procedures – Imran Sooba Imran@lmlondon.com 020 7093 9817

REPORTING MAINTENANCE ISSUES (Managed Property Only)

All maintenance and repairs matters must, in the first instance, be reported via e-mail to: management@lmlondon.com. This is to ensure both clarity and accuracy and further assists us in providing the efficient and professional service that we endeavour to provide.

You can also report any maintenance and repairs issues by logging on to our Web Page www.lmlondon.com, Click "Home" on the right hand side of the home page under "Useful Links" click Maintenance Issues.

SHOULD YOU SMELL GAS IN ALL CASES PLEASE IMMEDIATELY CALL NATIONAL GRID (FORMERLY TRANSCO) 0800 111 999. Only After calling National Grid call our Management Department.

EMERGENCIES APART FROM A GAS LEAK

Please note that the only other maintenance and repair issue that would constitute an Emergency would be a major leak of water (within your property or into your property), or no hot water or no heating (during cold weather only).

Should any of the issues detailed above occur outside our normal office hours please email **Marlie Noriega** marlie@lmlondon.com. **N.B.** You will not be reimbursed should you choose to directly instruct any company or tradesperson to carry out any work of any description at the property without consent from Landmark Estates.

IMPORTANT LEGISLATION - Health & Safety

GAS APPLIANCES – SAFETY

Under the Gas Safety (Installation and Use) Regulations 1998, it is a criminal offence to let premises with gas installations pipe-work and appliances that have not been checked by a GAS SAFE Registered Engineer. The Landlord should ensure that all gas appliances are serviced and maintained at least once a year and keep a record of such maintenance which must be undertaken by a GAS SAFE Registered Engineer in order to comply with the Regulations.

You will either be provided with a copy of the current certificate on entry to the property or will be sent a certificate shortly after the commencement of your tenancy.

PART P BUILDING REGULATIONS (ELECTRICAL SAFETY IN DWELLINGS) 2005

These state that any person having certain types of hard wiring work known as "notifiable works" carried out at a property must use a contractor who is part of an approved scheme. Any other person carrying out such work must obtain consent from the building inspector prior to starting the job and have the finished work inspected and approved by the inspector. All electrical contractors carrying out work instructed by the Agent on behalf of the Landlord while the Agent is managing the property will be members of an approved scheme. The Agent can only use the Landlord's preferred contractor if proof is provided that the contractor is a member of an approved scheme, has current public liability insurance and is easily available.

THE FURNITURE AND FURNISHINGS (FIRE) (SAFETY) REGULATIONS 1993

It is a criminal offence, punishable by a fine and /or a prison term, to let premises with upholstered furniture which cannot be proven to comply with the Safety Regulations. The Landlord must ensure that all furniture, soft furnishings, padded beds, headboards, mattresses, pillows and cushions which are supplied with the property comply with the provisions of the Furniture and Furnishing (Fire) (Safety) Regulations 1993 under the terms of the Consumer Protection Act 1987 and the Fire and Furnishings (Fire Safety) Regulations 1988 and the Fire And Furnishings (Fire) (Safety) (Amendment) Regulations (1993) we have a duty to ensure that the soft furnishings at all our properties are safe and that they comply with the above regulations.

ELECTRICAL APPLIANCES – SAFETY

The Landlord warrants that the electrical installation and appliances in the property are in safe working order and where appropriate comply with The Electrical Equipment (Safety) Regulations 1994 and the Plugs and Sockets (Safety) Regulations 1994.

IN CONCLUSION

Landmark Estates are proud of the efficient and caring service that we offer so if you have any questions that need answering, just ask. Peace of mind is only a phone call away. **Our Manager David Smith is always available by phone 020 7093 9812 or e-mail david@lmlondon.com**

USEFUL TELEPHONE NUMBERS, WEB SITES & ADDRESSES

UTILITY COMPANIES

N.B If we are unable to supply you with the name of the current utility provider, you can find out by calling the following:

For Electricity: UK Power Network on 08456015467 -Option 1. And For Gas: Transco 08706081524

EDF: www.edfenergy.com 0800 096 9000

BT (British Telecom): www.bt.com

EON: www.eonenergy.com 0845 303 3020

British Gas: www.britishgas.co.uk 0800 048 0202

Thames Water: www.thameswater.co.uk 0845 9200 888

Smell Gas? Call National Grid NOW! 0800 111 999

LOCAL COUNCILS

Tower Hamlets (E14, E1): www.towerhamlets.gov.uk
Council Tax 020 7364 5002

Newham Council (E6, E16): www.newham.gov.uk
Council Tax 0208 430 2000

LOCAL HEALTH CENTRES

Barkantine Centre

121 Westferry Road, Isle of Dogs E14 8JH .

General information 020 7791 8000 or GP appointments 020 7791 8080

LOCAL SUPERMARKETS

Waitrose

Canada Place 16-19 Canada Square, E14 5EW
Tel: 020 7719 0300 or www.waitrose.com

Tesco (Beckton)

Armada Way, East Ham, E6 7FB
Tel: 020 7560 7445 or www.tesco.com

Asda

East Ferry Road, E14 3BT
Tel: 020 7987 2614 or www.asda.co.uk

LOCAL SHOPPING CENTRES

Canary Wharf Shopping Centre

Tel: 020 7477 1477 www.mycanarywharf.com
Canada Square London E14 5AB

Gallions Reach Shopping Park (Beckton)

Armada Way, East Ham, E6 7ER
Tel: 020 7473 8160 or www.gallions-reach.co.uk

LOCAL LEISURE

Reebok Sports Club

16 - 19 Canada Square, Canary Wharf, E14 5ER
Tel: 0844 558 1315 or www.reeboksportsclublondon.com

Cineworld

Hertsmere Road, West India Quay, London, E14 4AL
Tel: 0871 220 8000 or www.cineworld.co.uk

LANDMARK – Details of Fees Charged to Tenants & Upfront Monies required prior to Moving into your chosen property inc VAT at 20%.

Item	Charges /or Upfront monies required inc VAT @ 20%	Please Note
Goodwill deposit (sometimes called a holding deposit)	The equivalent of 1 weeks rent of the weekly rent agreed in your offer. (per property)	See the Tenants guide for further details.
Tenants security deposit	The equivalent of 6 weeks of the weekly rent agreed in your offer. (per property)	Held in accordance with the terms of the Tenancy Deposit Scheme.
One calendar month's* rent in advance	Charged Per Property	*Calendar monthly rent is calculated as follows: weekly rent x 52 (weeks in the year) divided by 12 (months in the year)
Tenant Referencing	£210.00	Charged Per tenant
Guarantor Referencing (1st guarantor is free)	£120.00	Charged Per guarantor
Company Referencing	£360.00	Charged Per Company
Contract extension	£120.00	Charged Per Tenancy
Re-visit for Check Out	£36.00	Charged Per Property
Re-issue of Contract	£36.00	Charged Per Property
Mortgage Reference Fee	£60.00	Charged per reference
Extra Key	£18.00	Charged per key
Duplicate copy of Inventory	£36.00	Charged per Inventory Copy
Missed or late cancellation of an appointment with either a contractor, Inventory Clerk or for a Periodic Inspection	The reasonable costs incurred and charges to us by any of those service providers mentioned	Charged per missed or late cancellation of a pre-agreed appointment
Letter in respect of overdue rent	£21.60	Charged per letter
Returned cheque or failure to set up standing order for payment of rent	£36.00	Charged per returned cheque or per instance of failure to set up standing order mandate.
End of Tenancy cleaning charges	Standard charges for full professional cleans are provided subject to the condition, property size and if the property is fully furnished or unfurnished.	Providing the in –going inventory report, confirms that the property was cleaned to a professional standard. You are Strongly advised to instruct a professional cleaning company at the end of Tenancy. Should you not do so you may be liable for such charges.
Pet damage deposit	Landmark would advise the landlord that any deposit should be “reasonable”.	If applicable the level of this deposit would be negotiated and agreed between landlord & tenant.

INVENTORIES & CHECK IN/OUT COSTS PER PROPERTY INC VAT @ 20%

NB: Prices as stated may be subject to change due to either market increases or a change in inventory provider.

	Studio	1 Bed	2 Bed
Inventory	£99.00	£104.50	£110.00
Check In/ Out	£99.00	£104.50	£110.00
	3 Bed	4 Bed	5 Bed
Inventory	£115.50	£137.50	£170.50
Check In/ Out	£115.50	£137.50	£170.50

NB: The costs outlined above are not necessarily costs which you will incur, however Landmark would like to bring these costs to your attention. Should you like further explanation of any of the charges detailed above, please speak to a member of staff.

For a detailed explanation of renting your new home via Landmark, please download our Tenants Guide. If you have any concerns or questions please speak to a staff member or e-mail Landmark Manager David Smith david@lmlondon who will be very happy to help.



FULL OFFER DETAILS

IMPORTANT PLEASE READ BEFORE PROCEEDING

As the Landlords acceptance of any offer is dependent not merely on price but on ALL elements of your offer it is crucial that they are put forward at this stage. **NB: Any Pets must be declared as part of your offer.** Any requests made after your original offer is accepted may not be considered or rejected outright.

Should you withdraw your offer based on matters not detailed below you will forfeit the full amount of your "Good Will Deposit".

Property Address:

Names for the Tenancy Agreement:

Additional Items required:

Items to be removed:

Other Requirements:

Tenancy Term:

Target Move in Date:

Signed by Tenants: _____

Print Names of those signing: _____

N.B. Should more than one Tenant be moving into a property, those who are named and have signed above make the offer detailed on this page on behalf of all those who are to be named on the Tenancy Agreement.

Agreement will be sought from the Landlord concerning all the above issues and you will be advised of their response as soon as possible.

**GOODWILL RECEIPT
SUBJECT TO CONTRACT**

Property Address:	
Proposed Move Date:	
Contract Length:	

Rent	£	£	(per month)
Six Weeks Deposit:	£		
Admin Fee + Refs (Inc. VAT):	£		
Total Amount Due:	£		
Less Goodwill Deposit of:	£		
Balance Due: (on or before move in date)	£		

Tenancy Managed By: _____

IMPORTANT NOTES – PLEASE READ BEFORE SIGNING!

The outstanding balance of funds as detailed above must be paid in full and the funds must be safely cleared on account either on or prior to the tenancy start date. Payments may be made by bankers draft or bank transfer only (please advise us you are doing so and request our bank details). Please make banker's drafts payable to Landmark Estates. If you think you may experience any problems please let us know. If you fail to pay monies by the tenancy start date you will be unable to move in until the funds are cleared but the contract start date will remain the same.

You must complete in full and return to us the application forms requested within 48 hours of paying this deposit.

In the event that the Landlord withdraws his offer to let the property to you (with the exception of unsatisfactory references (for each applicant), the deposit will be fully refunded. Should you not have completed formalities within 7 working days Landmark Estates reserves the right to forfeit your deposit and re-market the property. Should you decide to withdraw from the offer (whatever the reason) and / or your references prove unsatisfactory the goodwill deposit will be retained against administrative costs.

TENANTS DECLARATION:

I / We confirm receipt of the Tenants Guide and Goodwill Receipt and accept the terms therein:

Name: Signature:

Name: Signature:

Dated:

N.B. Should more than one Tenant be moving into a property, those who are named and have signed each page and above do so in acceptance of our terms on behalf of all those who are to be named on the Tenancy Agreement.

Tenant and Guarantor Details

Tenant 1	
Name:	Mobile:
Email:	Other Contact:

Tenant 2:	
Name:	Mobile:
Email:	Other Contact:

Tenant 3	
Name:	Mobile:
Email:	Other Contact:

Tenant 4	
Name:	Mobile:
Email:	Other Contact:

Guarantor 1	
Name:	Mobile:
Email:	Other Contact:

Guarantor 2	
Name:	Mobile:
Email:	Other Contact:

Guarantor 3	
Name:	Mobile:
Email:	Other Contact:

Guarantor 4	
Name:	Mobile:
Email:	Other Contact: