



SUREDEPOSIT ENROLLMENT & BOND ACKNOWLEDGEMENT



Bond Number: BIC FCIC AZ 1296-1303 | ALLRESCO

ID: ARC144

Street Address: _____ **Building #** _____ **Apartment #** _____

Resident 1			Resident 2 (For more than two, use a separate form)		
First Name	MI	Last Name	First Name	MI	Last Name
Date of Birth		Social Security	Date of Birth		Social Security
Effective Date (move in date)			Effective Date (move in date)		

Make Payments To: SureDeposit 293 Eisenhower Parkway Suite 320 Livingston, NJ 07039-1711

BOND COVERAGE AMOUNT

NON-REFUNDABLE PREMIUM

PLEASE READ THE FOLLOWING BEFORE SIGNING:

I intend to be legally bound, and I understand and agree that:

I am enrolling on a bond that Bankers Insurance Company (Company) issued for the benefit of the apartment community named above. **The premium that I am paying for the enrollment is not a security deposit, is not insurance and I will not receive the premium back at the end of my lease.**

The bond is for the amount listed above in the box marked "Bond Coverage Amount." The bond provides coverage for any physical damage to the apartment (beyond normal wear and tear) or any of my obligations under the lease agreement that are not paid, such as past due rent, unpaid rent or fees up to the "Bond Coverage Amount" only. **If the apartment community makes a valid claim in strict compliance with the lease terms that I owe it money because I created damage or did not fulfill lease obligations, such as paying rent or applicable fees, Company will be obligated to pay the claim including collection expenses, court costs, or attorney fees not to exceed the "Bond Coverage Amount." I will then be obligated to pay Company the amount of the claim.**

If the apartment community has any of my money on deposit at the end of my lease, it will apply this money first to pay the claim. If Company pays the apartment community on my behalf and then tries to collect reimbursement from me up to the "Bond Coverage Amount": a) I authorize anyone to furnish Company (or its employees or agents or assigns) any information that will assist Company in collecting the money I owe to Company; and b) the apartment community is not a party to, and is not responsible for, the actions that Company takes during any collection efforts. If I fail to pay money that I owe to Company as a result of my obligations under this bond: a) my credit rating may get worse; b) I might have trouble renting an apartment; and c) I might have trouble getting insurance coverage. Resident understands and acknowledges that the apartment community may be compensated by Surety for endorsement and/or services associated with administering this bond.

Any dispute or claim arising out of or relating to this agreement will be resolved by a single arbitrator in a binding arbitration proceeding administered by the American Arbitration Association or other appropriate entity that we mutually accept, except that Company or I may choose to pursue claims in court if the claims relate solely to the collection of any debts I owe to Company. Judgment on the arbitrator's award may be entered in any court with appropriate jurisdiction. In any arbitration or court proceeding, Company, SureDeposit and I waive any claims for punitive damages, and Company, SureDeposit and I waive any right to pursue claims on a class or representative basis.

This is our entire agreement, and I am not relying on any oral promises or statements.

Signature of Resident # 1

Signature of Co-Signer or Guarantor

Signature of Witness

Signature of Resident # 2

Signature of Co-Signer or Guarantor

Signature of Witness

FREQUENTLY ASKED QUESTIONS

Question: What is SureDeposit?

Answer: SureDeposit is based on a simple concept: instead of requiring a full security deposit, residents are offered the option of a one-time premium. Remember, it is an option – no property owner can require resident to purchase SureDeposit as a condition of a lease. When a resident elects to use the SureDeposit program, they sign on to a surety bond that replaces (or supplements) a traditional security deposit. SureDeposit guarantees the performance of a resident according to the terms of a signed lease agreement. The resident promises to return the unit in good condition, and to satisfy all rental and financial obligations. If the resident does not meet their obligations, they are required to reimburse the Surety for the amount owed of their rental and financial obligations.

Question: What is a Surety Bond?

Answer: A surety bond is a written agreement that usually provides for monetary compensation in case the *principal* (see below for definition) fails to perform the acts as promised. A surety bond is a form of insurance that is created whenever one party guarantees performance of an obligation by another party. There are three parties to the agreement, as defined by the Surety Association of America (www.surety.org).

The **principal** is the party that undertakes the obligation. (The **Resident**)

The **surety** guarantees the obligation will be performed. (**SureDeposit**)

The **obligee** receives the benefit of the bond. (The **Property Owner**)

Question: How do I sign up?

Answer: Once you accurately complete the SureDeposit application (on opposite page) and pay the required one-time, non-refundable premium, you are automatically a SureDeposit client when your new lease is approved.

Question: What happens at the end of my lease term?

Answer: After you pay your last month's rent and honor the other conditions of your lease, you simply move out without any further obligations. If you have not fulfilled your commitments under the lease, the Surety must pay the Property Owner and you (the resident) will be required to reimburse the surety company for damages, loss of rent and related expenses.

Question: How long is the apartment community covered by me paying this one-time premium?

Answer: Coverage is purchased for the benefit of the apartment community and is intended to remain in force for the duration of your tenancy. However, if your apartment community is sold, we cannot warrant that the new owner will keep the bond in force, and you may be required to post a security deposit upon lease renewal in accordance with applicable landlord/tenant law.

Question: What happens if I move to another Apartment in this Apartment Community?

Answer: Your SureDeposit premium can move with you to the new unit in this community or any other apartment community your Property Owner has enrolled in the SureDeposit program.

Question: Are there any other costs for SureDeposit?

Answer: No – your onetime premium is all you pay, if you have fulfilled your lease obligations. If you have not fulfilled your lease obligations, and the Surety is required to pay them to the Property Owner on your behalf, you will be required to reimburse the Surety for damages, loss of rent and related expenses, such as legal and collection fees.

Question: Do I get my premium back at the end of my lease?

Answer: No – your premium is non-refundable.

Question: What happens if I owe rent, fees, or cause damage to my apartment upon move-out?

Answer: We (the Surety) will be obligated to pay your debt (only up to the bond coverage amount) to the Apartment Community and then we will collect a reimbursement for our payment to the Apartment Community from you. This is the essence of the financial guarantee that you are signing.

Question: If I do owe fees, rent or damage expense, can I pay it directly to the Apartment Community?

Answer: Yes. That is the best thing to do. Once the outstanding monies are paid to the Apartment Community, no claim will be filed and you will have no obligation to the Surety.

Question: Is this the right deal for me?

Answer: This is a personal decision for you, as only you can determine the importance to you of freeing up the cash that would have been tied up in a security deposit. Because the premium for SureDeposit is paid only once, the longer you plan on staying in your apartment, the better the deal is for you.

For more information, please go to www.suredeposit.com/residents, or call 1 877 531 SURE (7873).