

The following Disclosure Statement has been drafted by the New Jersey Division on Civil Rights (DCR) to reflect housing protections set forth in the Fair Chance in Housing Act, N.J.S.A. 46:8-52 to 64, (FCHA) and the accompanying rules, N.J.A.C. 13:5.

Before making a conditional offer of housing, **Wharton Garden Apartments** may consider only whether an applicant has a conviction for the manufacture or production of methamphetamine on the premises of federally assisted housing, or whether an applicant has a lifetime registration requirement under a State sex offender registration program. **Wharton Garden Apartments** will not consider, or request from an applicant or any other person or entity, any other information about an applicant's criminal history as part of the application process until and unless a conditional offer of housing has been made.

After extending a conditional offer of housing, **Wharton Garden Apartments** intends to review and consider an applicant's criminal record in determining whether to rent a home, in accordance with the FCHA and its accompanying rules.

Wharton Garden Apartments will not, either before or after the issuance of a conditional offer, evaluate or consider any of the following criminal records:

- (1) arrests or charges that have not resulted in a criminal conviction;
- (2) expunged convictions;
- (3) convictions erased through executive pardon;
- (4) vacated and otherwise legally nullified convictions;
- (5) juvenile adjudications of delinquency; and
- (6) records that have been sealed.

Wharton Garden Apartments may consider, after the issuance of a conditional offer, a criminal record that:

- Resulted in a conviction for murder, aggravated sexual assault, kidnapping, arson, human trafficking, sexual assault, endangering the welfare of a child in violation of N.J.S.2C:24-4(b)(3);
- Resulted in a conviction for any crime that requires lifetime state sex offender registration;
- Is for any 1st degree indictable offense, or release from prison for that offense, within the past 6 years;
- Is for any 2nd or 3rd degree indictable offense, or release from prison for that offense, within the past 4 years; or
- Is for any 4th degree indictable offense, or release from prison for that offense, within the past 1 year.

For more information about how these rules apply, please refer to the resources at <https://www.njoag.gov/about/divisions-and-offices/division-on-civil-rights-home/fc>

Wharton Garden Apartments may withdraw a conditional offer based on your criminal record only if **Wharton Garden Apartments** determines, by a preponderance of the evidence, that the withdrawal is necessary to fulfill a substantial, legitimate, and nondiscriminatory interest.

Wharton Garden Apartments utilizes any vendor or outside person/entity to conduct a criminal record check on their behalf, **Wharton Garden Apartments** will take reasonable steps to ensure that the vendor or outside person/entity conducts the criminal record check consistent with the requirements of the FCHA and rules. Specifically, if **Wharton Garden Apartments** receives a criminal history inquiry conducted by a vendor or outside person or entity that is conducted in violation of the FCHA in that it reveals a record that is not permitted to be considered under the FCHA, **Wharton Garden Apartments** must show that it did not rely on that information in making a determination about your tenancy.

If you are subjected to the withdrawal of a conditional offer of housing due to criminal history, you have the right to request and receive the materials relied upon by Wharton Garden Apartments in making this determination.

You have the right to dispute, within ten (10) days of receiving this statement, the relevance and accuracy of any criminal record, and to offer evidence of any mitigating facts or circumstances, including but not limited to your rehabilitation and good conduct since the criminal offense. You may also provide evidence demonstrating inaccuracies within aspects of your criminal record which may be considered under the FCHA, or evidence of rehabilitation or other mitigating factors to Wharton Garden Apartments at any time, including after the ten days.

Any action taken by **Wharton Garden Apartments** in violation of the process laid out in this statement may constitute a violation of the FCHA. **If you believe that any owner, agent, employee, or designee of Wharton Garden Apartments has violated any of the above requirements, you may contact the New Jersey Division on Civil Rights at www.NJCivilRights.gov 1-866-405-3050).** A complaint must be filed with DCR within 180 days of the allegedly discriminatory conduct. You cannot be subjected to retaliation for filing a complaint or for attempting to exercise your rights under the FCHA.

DCR has several fair housing fact sheets available at <https://www.nj.gov/oag/dcr/housing.html>, or available for pickup in any of DCR's four (4) regional offices.

31 Clinton Street, 3rd Floor
Newark, NJ 07102

5 Executive Campus
Suite 107, Bldg. 5
Cherry Hill, NJ 08002

140 East Front Street, 6th Floor
Trenton, NJ 08625

1601 Atlantic Avenue, 6th Fl.
Atlantic City, NJ 08401

Housing Provider Signature _____ Date _____

Prospective Tenant Signature _____ Date _____

THE KAMSON CORPORATION

COMMUNITIES FOR BETTER LIVING

Wharton Garden Apartments

375 N.Main Street, Wharton, New Jersey, 07885

Phone Number: (973) 366-5552

Fax: (973) 366-7740

Application For Lease Must be completed in its entirety to be processed.

All verification services to be provided to WHARTON GARDEN APARTMENTS under terms of this agreement entered into with a licensed contracted consumer credit agency and the accuracy thereof shall be conditioned by the requirement that applicant and customer provide the following information as to the individual applicants below. Where inapplicable information is requested, mark N/A. Applicant and customer shall sign and date this document in appropriate space below prior to its submission to a licensed contracted consumer credit agency. Multiple applicants, including spouse, must complete and sign.

The undersigned hereby agrees to execute a lease, in the event of the approval if the rental application for apartment _____ for the term of _____ commencing on (approximately) _____ at a monthly rate of \$ _____ payable monthly in advance on the first day of each month.

Once the rental application has been approved and the applicant accepts an apartment, the applicant must submit **a non-refundable reservation fee in the amount of \$500.00 along with the Certificate of Occupancy fee, where applicable**, to reserve an apartment. In addition, a security deposit, or a security deposit alternative (if qualified) must be paid upon signing of lease. All payments must be made using the company accepted payment methods. See leasing agent for instructions. No cash or money orders will be accepted. **Applicant agrees that if applicant fails to take possession of the premises, Landlord will retain as liquidated damages, the reservation fee and any other monies paid by applicant. Upon signing the lease, the first month's rent and/or pro-rated rent, security deposit, or security deposit alternative and any other fees must be paid in full before any apartment keys will be given out.**

The undersigned has read the foregoing and certifies that the facts set forth in the accompanying rental application are true and correct and that the rental application submitted for the purpose of inducing approval of the application in the undersigned's behalf. In the event that this application is not approved, the undersigned shall be entitled to have the return of the reservation fee made and no more, and all rights of the undersigned shall thereupon terminate and end absolutely. **The \$50.00 fee per applicant for investigation of the undersigned's application is under no circumstances refundable. Landlord does not provide renter's insurance. It is mandatory that all residents purchase and maintain a tenant or renter's liability insurance policy at the sole expense of the resident for the length of their tenancy. At time of lease signing, new resident must provide a copy of the liability insurance policy.**

APPLICANT NAME _____ Date of birth _____ SS# _____
First Middle Last

CO-APPLICANT NAME _____ Date of birth _____ SS# _____
First Middle Last

App. Drivers Lic. No. _____ State _____ Co-App. Drivers Lic No. _____ State _____

Other Occupants: _____
Name SS# Age Relationship

_____ Name SS# Age Relationship

APPLICANT Home Phone# _____ Cell Phone# _____ E-mail _____

Present Address _____
Street Apt# City State Zip

From: _____

Dates: To: _____
Present Landlord/Resident Mgr. Apt. Name/If Home-Mortgage Co. \$ Loan#

Monthly Payment _____ Reason for moving _____

Have you ever been evicted from any leased premises? _____ If yes, explain _____

APPLICANT

Previous Address _____
Street Apt.# City State Zip

Previous Apt. Name or Landlord _____
Address Phone How long?

Monthly Payment _____ Reason for moving _____

APPLICANT EMPLOYER _____ Phone _____ Position _____

Business Address _____
Street City State Zip

Supervisor _____ Employed since _____ Gross weekly salary _____

Previous Employer _____ Phone _____ Position _____

Business address _____

Supervisor _____ Employed since _____ Gross weekly salary _____

Additional monthly income (if any) _____ Source _____

CO-APPLICANT Home Phone# _____ Cell Phone# _____ E-mail _____

Present Address _____
Street Apt.# City State Zip

From: _____

Dates: To: _____
Present Landlord/Resident Mgr. Apt. Name/If Home-Mortgage Co. \$ Loan#

Monthly Payment _____ Reason for moving _____

Have you ever been evicted from any leased premises? _____ If yes, explain _____

CO-APPLICANT

Previous Address _____
Street Apt.# City State Zip

Previous Apt. Name or Landlord _____
Address Phone How long?

Monthly Payment _____ Reason for moving _____

CO-APPLICANT EMPLOYER _____ Phone _____ Position _____

Business Address _____
Street City State Zip

Supervisor _____ Employed since _____ Gross weekly salary _____

Previous Employer _____ Phone _____ Position _____

Supervisor _____ Employed since _____ Gross weekly salary _____

Business address _____

Additional monthly income (if any) _____ Source _____

BANKING INFORMATION

APPLICANT

Bank Name and Branch _____ Checking

Bank Name and Branch _____ Savings

CO-APPLICANT

Bank Name and Branch _____ Checking

Bank Name and Branch _____ Savings

CREDIT INFORMATION

APPLICANT

Name _____ Type _____ Acct. No. _____ Mo. Payment _____ Open Closed

Name _____ Type _____ Acct. No. _____ Mo. Payment _____ Open Closed

Name _____ Type _____ Acct. No. _____ Mo. Payment _____ Open Closed

CREDIT INFORMATION

CO-APPLICANT

Name _____ Type _____ Acct. No. _____ Mo. Payment _____ Open Closed

Name _____ Type _____ Acct. No. _____ Mo. Payment _____ Open Closed

Name _____ Type _____ Acct. No. _____ Mo. Payment _____ Open Closed

VEHICLE INFORMATION

Year & Make _____ Color _____ Tag No. _____ State _____ Registered to _____

Year & Make _____ Color _____ Tag No. _____ State _____ Registered to _____

OFFICIAL USE: LEASE INFORMATION

Beginning Date _____ Ending Date _____ Move in date _____

Size of Apt: _____ Monthly Rental _____ Yearly Rental _____

Pro rate _____ Reservation fee\$ _____

RENT\$ _____ SECURITY DEPOSIT\$ _____

I or we proclaim that all of the information provided in this rental application is true and accurate. In the event the information I or we have provided is found to be false, I or we understand that the application will be denied. In the event it is found that information provided in the application is false after I or we take possession of an apartment; I or we acknowledge that eviction proceedings will commence immediately, I or we authorize Wharton Gardens Apartments to verify all information on the rental application by all available means, including consumer reporting agencies, public records, current and previous rental property owners, employers and personal references. Re-verification of preliminary findings is not required.

APPLICANTS SIGNATURE _____ Date _____

APPLICANTS SIGNATURE _____ Date _____

APPLICATION TAKEN BY _____ Date _____

APPLICATION DATE _____ UNIT TYPE _____ MONTHLY RENT\$ _____ MOVE IN DATE _____ AFTER 2PM _____

PET YES NO TYPE? _____

KIND _____ WEIGHT _____ NAME _____