AGREEMENT

Name of Applicant: _____

Address of Applicant: _____

The undersigned person(s) (individually or, if there is more than one undersigned person, collectively referred to as the **"Applicant"**) has herewith paid to Big Apple Management (the "**Manager**") the sum of $_____ (the **"Deposit"**). The Deposit is a good faith deposit for the apartment set forth on Applicant's application (the " **Apartment**"). Applicant has represented to Manager that, if approved for the Apartment, Applicant would immediately execute a lease for the Apartment and Applicant has requested that Manager remove the Apartment "from the market", *i.e.*, inform all brokers and/or other applicants and/or prospective applicants for the Apartment that the same has been rented. Manager has relied upon Applicant's representation set forth in the immediately preceding paragraph. In the event that Applicant's application is declined approval by Manager, and Applicant has fully cooperated in the application process, including but not limited to having promptly disclosed all relevant financial information, Manager shall refund the Deposit to Applicant. However, the Deposit shall*not* be refunded, and Manager shall be entitled to retain the Deposit, if Applicant decides not to take the Apartment any time after Applicant has been notified, orally and/or in writing, that Manager has approved Applicant's application for the Apartment. In this event, the Deposit shall be retained by Manager as liquidated damages and not as a penalty. Applicant shall be deemed to have decided not to take the Apartment, and shall be deemed to have voluntarily forfeited Applicant's right to execute a lease for the Apartment (notwithstanding that the Deposit shall have been forfeited by Applicant and immediately payable to Manager) if, within 24 hours after request and/or notification, either orally or in writing, to Applicant that (a) documentation regarding Applicant's application for the Apartment is required by Manager, the same remains outstanding or (b) leases are ready for signing, Applicant does not execute the leases for the Apartment and/or pay to Manager all funds required by Manager in connection therewith. If Applicant executes a lease for the Apartment with the landlord of the Apartment, then the Deposit shall, at Manager's option, be refunded to Applicant or applied toward the first month's rent for the Apartment.

Manager and/or any agents thereof may, without notice, (a) in connection with deciding whether to approve or disapprove Applicant's application for the Apartment and/or (b) in the future, for any purpose related to the Apartment, process or cause to be processed a credit report and/or a search of the court records against Applicant, Applicant's prospective roommate(s) and/or Applicant's guarantor(s).

Facsimile signatures used in this Agreement shall be deemed to be original signatures.

ALL OF THE FOREGOING TERMS AND CONDITIONS ARE HEREBY AGREED TO AND ACCEPTED:

BIG APPLE MANAGEMENT, Manager

_____ _____ By:_____ _____

Applicant: Date Date

(Print name beneath line)

_____ _____

Applicant: Date

(Print name beneath line)