



# LEASE GUARANTY APPLICATION

Please fill in all of the required information and return to Insurent® by fax or mail. Insurent® will process your application and will contact you within 2 business days of receipt of this application with the results. If you qualify, you will receive an Insurent® Qualification Certificate that will indicate the monthly rent for which the Insurer will provide a guaranty. The Insurent® Qualification Certificate, which is valid for 30 days, can be shown to landlords and brokers during your apartment search to establish your financial qualification to rent an apartment.

If you have any questions regarding this application and wish to speak to an Insurent® representative, please call our office at (800) 675-7619 or email Insurent® at [renter-app@insurent.com](mailto:renter-app@insurent.com).

### WHO CAN APPLY

At this time, the Insurent® Lease Guaranty Policy may only be applied to apartments that meet the following conditions:

CHECK THE ITEMS THAT APPLY TO YOUR PROSPECTIVE APARTMENT:	Yes	No
Location is within New York State	<input type="checkbox"/>	<input type="checkbox"/>
Single Occupant: Monthly rent is equal to or greater than \$1,000	<input type="checkbox"/>	<input type="checkbox"/>
Multiple Occupants whose names will be on the lease: Monthly rent is equal to or greater than \$1,000	<input type="checkbox"/>	<input type="checkbox"/>
Term of lease is for one year	<input type="checkbox"/>	<input type="checkbox"/>
Not rent-controlled (the broker, management company or landlord will be able to provide this information)	<input type="checkbox"/>	<input type="checkbox"/>
Annual income must be at least 27.5 times the monthly rent	<input type="checkbox"/>	<input type="checkbox"/>

In addition, applicants and co-applicants must have the legal right to reside in the United States for the term of the lease.

### IF YOU ARE SIGNING A LEASE WITH ONE OR MORE OTHER PEOPLE:

If one person who is signing a lease applies for a lease guaranty, all other people who are signing the lease must also apply for a lease guaranty. However, prospective occupants who are not signing the lease do not have to apply for a lease guaranty.

## STEP 1 OF 4: PRELIMINARY QUESTIONS

### SELECT YOUR APPLICATION TYPE

- Single Applicant:** The apartment lease will be in my name only
- Co-Applicant:** The apartment lease will contain my name plus one or more other people's names

### FIRST APPLICANT FOR A CO-APPLICANT APPLICATION

- I am the first person in this co-applicant application to submit information

Total number of co-applicants (including yourself): \_\_\_\_\_

### SUBSEQUENT APPLICANTS FOR A CO-TENANT APPLICATION

- Another co-applicant (Name) \_\_\_\_\_ has already begun our application, and the application ID is: \_\_\_\_\_

### CO-APPLICANTS ARE SUBJECT TO THE FOLLOWING RULES:

- The first co-applicant, when filling out the application, designates the total number of co-applicants who will sign the lease.
- An application is considered to be incomplete until Insurent® receives all applications from all co-applicants.
- Processing of an application does not begin until Insurent® has received all applications from all co-applicants.
- After the first co-applicant designates the total number of co-applicants for an application, Insurent® does not allow co-applicants to reduce or increase the number of co-applicants for that application.
- If co-applicants wish to change the number of co-applicants at any point after all co-applications have been received, they must call Insurent® at 800-675-7619 to re-apply their application.

### PRELIMINARY QUESTIONS

These questions are intended to determine upfront whether an applicant is legally eligible to apply for an Insurent® Lease Guaranty.

What is your resident status?

- I am either a US resident or a permanent resident with a green card
- I am legally authorized to be in the U.S. for at least one year

Which of the following best describes you? (Pick one or more)

- First-time renter
- No longer in workforce
- Self-employed
- U.S resident relocating 100+ miles
- Non-U.S. resident
- Other

Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

### NON-U.S. RESIDENTS ONLY

I-94 number: \_\_\_\_\_

I-94 expiration date: (MM) \_\_\_\_ / (DD) \_\_\_\_ / (YYYY) \_\_\_\_\_

Visa number: \_\_\_\_\_

(The Control Number listed at the top of the U.S. visa stamp in your passport.)

## STEP 2 OF 4: RENT AND APARTMENT INFORMATION

### WHAT TYPE OF QUALIFICATION WOULD YOU LIKE TO APPLY FOR?

You may apply for a **guaranty for a specific apartment**. Or, if you have not yet found an apartment, you may apply for a **maximum rent amount**, which you can later apply to an apartment in an Insurent®-certified building.

### Apply for a specific apartment

Address: \_\_\_\_\_

Apartment No.: \_\_\_\_\_ Monthly Rent Amount: \$ \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### Apply for a maximum rent amount

Total rent amount for which I/we need a Lease Guaranty: (If sharing, this refers to the total rent for all co-applicants.) \$ \_\_\_\_\_

## STEP 3 OF 4: PERSONAL INFORMATION AND ADDRESS

YOUR NAME (please print): (First) \_\_\_\_\_

MI: \_\_\_\_\_ (Last) \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_

BIRTH DATE: (MM) \_\_\_\_ / (DD) \_\_\_\_ / (YYYY) \_\_\_\_\_

Driver's license number: \_\_\_\_\_

- I do not have a driver's license

Where was this driver's license issued? \_\_\_\_\_

Passport Number: \_\_\_\_\_ Country: \_\_\_\_\_

### TELEPHONE NUMBERS:

Home (US): \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Office (US): \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Mobile/Cell (US): \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

International (if applicable): \_\_\_\_\_

### EMAIL ADDRESS:

\_\_\_\_\_

Provide phone number where you may be reached in the next 2-4 (two to four) business days: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

### PRESENT ADDRESS

Please provide information about your present address. Insurent® must verify this information before issuing a lease guaranty.

Address: \_\_\_\_\_

Apartment No.: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Length of residence at current address:  0-2 years  2+ years

Current status at this address:  Rent  Own  Other

Present monthly rent amount \$ \_\_\_\_\_ (if not applicable, enter 0)

Landlord's Name: \_\_\_\_\_

Landlord's Phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

If less than 2 years at present address, list previous address:

Address: \_\_\_\_\_

Apartment No.: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**EMERGENCY CONTACT**

Name: \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**STEP 4 OF 4: EDUCATION, INCOME & FINANCIAL INFORMATION**

**EDUCATION**

Highest level of education degree?

- High School  Undergraduate  Graduate/Professional  Postgraduate

Name of highest-degree-granting school: \_\_\_\_\_

Country: \_\_\_\_\_

**EMPLOYMENT**

Please list the company that will be employing you during your occupancy of the apartment the Insurent® Lease Guaranty will be covering. Enter U.S. address and contact information only.

Employer: \_\_\_\_\_

Length of employment with current employer: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**CURRENT INCOME FROM EMPLOYMENT**

(All income information must be in U.S. Dollars)

Base annual salary \$ \_\_\_\_\_

Other **guaranteed** income in the next 12 mos. \$ \_\_\_\_\_ (if none, enter 0)

**OTHER CURRENT INCOME**

So that we have a full understanding of the total income you expect to earn during the next year, please indicate any additional income that you are expecting.

- Alimony  Rent(s) from Personal Property  Royalties  
 Survivor Benefits  Injury Benefits

Total amount of additional income anticipated in the next 12 months

\$ \_\_\_\_\_ (if none, enter 0)

**ASSETS**

Check all the accounts that apply to you:

- Checking  Savings  Brokerage  Retirement  
 CDs  Mutual Funds

What is the total cash and value of securities from the accounts you have indicated above?

- \$0-\$2,000  \$2,001-\$5,000  \$5,001-\$10,000  \$10,001-\$25,000  
 \$25,001-\$50,000  \$50,001-\$100,000  \$100,001+

Do you own any real estate?  Yes  No.

List your current property information:

	MARKET VALUE	MONTHLY MORTGAGE PAYMENT
House	\$ _____	\$ _____
Condo	\$ _____	\$ _____
Co-Op	\$ _____	\$ _____
<b>TOTAL VALUE:</b>	\$ _____	

**SELF-EMPLOYED OR NO LONGER IN THE WORKFORCE ONLY**

**INCOME**

Estimated total income for current calendar year: \$ \_\_\_\_\_

Total income earned in the prior calendar year: \$ \_\_\_\_\_

Total income earned 2 years ago: \$ \_\_\_\_\_

**ACCOUNTANT, ATTORNEY OR BANKER INFORMATION**

Please provide the name of your accountant, attorney and/or personal banker who is able to validate your income in the past two calendar years.

Name: \_\_\_\_\_

Phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**HOW DID YOU HEAR ABOUT US?**

How did you hear about the Insurent® Lease Guaranty Program?

- Landlord or Building Rental Personnel  Relocation Consultant

- Friend  NY Times  Gabriel's Guide  Search Engine

Other (please identify): \_\_\_\_\_

- Broker

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Ext: \_\_\_\_\_

**DISCLOSURE AND RELEASE**

Insurent® requires all applicants to read our disclosure policy and formally agree to release your application for processing. Please review and signify your agreement below.

**RELEASE AUTHORIZATION**

I give you (and your authorized agents) my consent to request, receive and use credit information, consumer credit reports, employment histories and any other information in order to approve or decline this application. I also consent to you (and your authorized agents) requesting, receiving and using any subsequent consumer credit reports and any further information you, in your sole discretion, require at any time until all rent for the proposed apartment has been fully paid. I understand that a consumer credit report may be requested in connection with this application and that, on my written request, you will inform me whether a consumer credit report was requested and the name and address of the consumer reporting agency furnishing any report.

- I have read the Disclosure, as well as the Privacy Policy, and I accept release of my application to Insurent® for processing.

Signature: \_\_\_\_\_

Print Applicant's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Submit the completed application:

Fax: (646) 843-1729

Mail:

Insurent® Agency Corporation

Attn: Application Processing

11 East 44<sup>th</sup> Street

11<sup>th</sup> Floor

New York, NY 10017



The Insurent® Lease Residual Value Policy is currently available in New York State only. It is underwritten and issued by Argonaut Insurance Company, a property and casualty insurance company licensed in New York and other states. Argonaut Insurance Company is rated A (Excellent) by A.M. Best, and is located at 225 West Washington, 6th Floor, Chicago, IL 60606. November 2007.

## DISCLOSURE

Please read our Applicant's Terms and Conditions ("Applicant's Terms and Conditions"). If you are not willing to be bound by these Applicant's Terms and Conditions, please do not continue with the application process.

In these Terms and Conditions, the terms "Insurent", "we," "us," or "our" refer to Insurent® Agency Corporation, a Delaware corporation, and the terms "you," and "your," refer to you and to any other authorized applicant or co-tenant on your account or agreement with us.

You should keep a copy of these Applicant's Terms and Conditions, as well as any other notice or communication we send you regarding the Site or your use of the Site or your application, for your permanent records.

### Consent to Receive Electronic Records and Use an Electronic Signature.

Both the Applicant's Terms and Conditions and our Site include important disclosures and regulatory information that are associated with Insurent®'s products or services. You will use Insurent®'s products and services, and our Site generally, in a manner consistent with applicable laws and regulations and in accordance with the terms and conditions in the Terms and Conditions of Use of the Site, these Applicant's Terms and Conditions and any applicable Rules and Guidelines as they may be amended by Insurent® from time to time. You understand, accept, and have received the Applicant's Terms and Conditions. Any use of the Site, is subject to the Terms and Conditions of Use.

You may withdraw your consent to receive or access Communications related to the Site by notifying us in writing that you are withdrawing your consent to receive or access electronic Communications from us related to these Applicant's Terms and Conditions, identifying yourself, your Insurent® account number, and the date in the written notice, and mailing it, postage prepaid, to Insurent® at P.O. Box 230752, Ansonia Station, New York, NY 10023.

We do not currently impose any fee or other penalty if you choose not to agree to receive or access Communications from us related to these Applicant's Terms and Conditions, the Terms and Conditions of Use of the Site or our products or services electronically, or if you withdraw your consent. However, we retain the right to revoke or limit your access to information on the Site, to impose fees or other penalties, or to take other actions that we deem appropriate at a later date if we provide you with or make available to you a notice of such a change-in-terms. By consenting to receive or access Communications from us related to the Site electronically, you agree that we may provide such a change-in-terms notice to you, in our sole discretion, by sending an e-mail to you, by making the Communication regarding such a change-in-terms available at our Site, or by sending you a change-in-terms in a paper format to the property address we have for you in our records. Your withdrawal of consent operates only to cancel your agreement to receive or access Communications related to these Applicant's Terms and Conditions electronically, and is effective only after we have received such written notice at the above location, and only after we have had a reasonable period of time to act upon your withdrawal of consent. It does not otherwise operate as an opt-out of receiving any other information or Communications from us or third parties, electronically or in any other form, or in any way affect your obligation to abide by and comply with these Applicant's Terms and Conditions at all times. Your consent to receive Communications related to these Applicant's Terms and Conditions from us electronically shall remain in force until withdrawn in the manner provided in this paragraph.

### Revisions, Additional Products and Services or Changes to Existing Products and Services

We may revise these Applicant's Terms and Conditions at any time, and you agree to be bound by such future revisions or amendments. Such revisions or changes become effective immediately upon the earlier of their posting to the Site or our provision of notice to you. You understand that Insurent® has no obligation to provide you with an individual notice of any change or revision to these Applicant's Terms and Conditions, and that by accessing the Site or using the Site you agree to such changes or revisions. It is your responsibility to visit the "Applicant's Terms and Conditions" link periodically to review the then-current Applicant's Terms and Conditions. We reserve the right to modify or discontinue, temporarily or permanently, any product or service (or any part thereof) with or without notice to you, unless we are otherwise legally prohibited from doing so. You agree that we will not be liable to you (or to any third party) for any modification, suspension or discontinuance of a product or service.

### Identifying Information

You agree to provide us with accurate and complete information about yourself, your residence and your credit information. You agree to never impersonate any other person or entity, misrepresent your affiliation with another person, entity or association, use false headers or otherwise conceal your true identity from us for any purpose. We will treat the information that you provide to us in accordance with our then-current Privacy Policy.

For your protection, and the protection of our other customers, you should never share your identifying information. You agree not to hold us liable for any damages of any kind resulting from your decision to disclose your account number(s) to a third party.

If you believe that someone has used your identifying information or account number(s) to access any of our products or services without your authorization, or you believe that you may have lost or there has been a theft of your identifying information, user name, password and/or account number(s), call us immediately at (800) 675-7619.

### Termination

We may suspend, cancel or terminate your access to the Site for any reason, at any time, with or without notice to you.

### Notices, Communications and Electronic Signatures

You will be consenting to electronic delivery of information, including but not limited to any notices, disclosures, disclaimers or changes-in-terms related to this Site ("Communications") in HTML format. You agree that we may provide change-in-terms notices to you, in our sole discretion, by sending an e-mail to you, by making the Communication regarding such a change-in-terms available at our Site, or by sending you a change-in-terms in a paper format to the property address we have for you in our records. You agree to accept all Communications from us regarding the use of our products and services at the address(es) we have for you in our records, or, in our sole discretion, by our making such Communications available to you at the Site. If your address(es) changes at any time, you agree to promptly inform us of any such changes to your information by sending us an e-mail at renter-app@insurent.com. We are entitled to rely on the e-mail address and U.S. mail address that you last provided to us, and you agree to waive all claims resulting from your failure to receive communications from us due to a change in your e-mail or U.S. mailing address.

You agree that we may communicate with you about our products and services by e-mail. If you elect not to receive certain marketing e-mail solicitations from us by following instructions in our Privacy Policy, we reserve the right, however, to e-mail to you information that we believe is important about your account or products or services you receive from us, including but not limited to legal communications, and you may not opt out of receipt of such e-mails. You are deemed to have received any electronic messages we send to you upon the earlier of our e-mailing them or otherwise making them available to you at our Site.

You can cancel your agreement to receive or access Communications related to these Terms and Conditions electronically by sending us a notice in writing that you are withdrawing such consent which includes your name, account number, and the date of the written notice, the cancellation is effectively only after we have (1) received written notice at P.O. Box 230752, Ansonia Station, New York, NY 10023 and (2) had a reasonable period of time to act upon your withdrawal of consent. It does not otherwise operate as an opt-out of receiving any other information or Communications from us or third parties, electronically or in other form, or in any way affect your obligation to abide by and comply with these Terms and Conditions at all times.

We may make available to you information that we obtain from our agents, vendors or partners, which we refer to as "Third Party Information." We do not endorse or approve of such Third Party Information and make it available to you only as a service and convenience. We do not guarantee the accuracy, timeliness or completeness of such Third Party Information, or represent or warrant any results from your use or reliance on such Third Party Information, and we have no obligation to update any information or opinions contained in such Third Party Information. You agree that we have no liability for the provision, termination, interruption, delay or inaccuracy of any Third Party Information.

### Security of Data Transmission and Storage

Electronic communications made to, from or through the Site may not be encrypted, and you acknowledge there is a risk that data, including e-mail, electronic communications and personal data, may be accessed by unauthorized third parties when communicated between you and us or you and other parties. You agree that we may, but are not required to monitor, review or retain your communications to, by or with us. You agree that such monitoring activities by us will not entitle you to any cause of action or other right with respect to the manner in which we monitor your communications, with regard to how we enforce or fail to enforce these Applicant's Terms and Conditions or any other rules or agreements of any service or product we provide to you, or with regard to any of our actions, omissions or failures to act in connection with the accounts, products or services you have with us. You agree that under no circumstances will we have any liability for any costs, damages, expenses or any other liabilities incurred by you as a result of any of our monitoring activities.

### Limitations of Liability

Access to the Site may be limited or unavailable during periods of peak demand, system upgrades, maintenance or for other reasons. If access to the Site is not available or delayed at any time, you agree to use alternative means to obtain your account information from us, such as by contacting one of our customer service representatives or using our telephone service at (800) 675-7619. You agree that we are not liable to you if you are not able to access your account information or use an online service through the Site.

IN NO EVENT WILL INSURENT® BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES. THIS INCLUDES, BUT IS NOT LIMITED TO DAMAGES THAT MAY RESULT FROM THE USE, INCONVENIENCE, DELAY OR LOSS OF USE OF THE SITE, THE INFORMATION AVAILABLE AT OR THROUGH THE SITE, OR FOR OMISSIONS OR INACCURACIES IN THE INFORMATION AVAILABLE AT OR THROUGH THE SITE.

Insurent® will not be liable for any loss resulting from a cause over which we do not have direct control, including, but not limited to: (1) the failure of electronic mechanical data transmission or communication equipment or services; (2) interconnection, internet service, or data transmission problems, (3) bugs, errors, configuration problems or the incompatibility of computer hardware or software; (4) problems with internet or intermediate computer or communications network or facilities or your telephone, cable or wireless service; or (5)

unauthorized access, theft, operator errors, acts of terrorism or war, severe weather, earthquakes, or other natural disasters or labor disputes. We are also not responsible for any damage to your computer, software, modem, telephone, wireless device or other property resulting in any way from your use of the Site.

### Disclaimer of Warranties

THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR USE AND NO WARRANTY OF NON-INFRINGEMENT REGARDING THIS SITE, THE INFORMATION THEREIN AND ANY ONLINE SERVICE OR PRODUCT OFFERED BY OR THROUGH THE SITE. MOREOVER, THERE IS NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, REGARDING THE SITE, THE INFORMATION THEREIN AND ANY ONLINE SERVICE OFFERED BY OR THROUGH THE SITE.

Although we try to provide accurate and timely information, there may be inadvertent technical or factual inaccuracies and typographical errors. We reserve the right to make changes and corrections at any time, without notice. The information provided through the Site is provided "AS IS" and "AS AVAILABLE." We do not warrant the accuracy, completeness or timeliness of the information, text, graphics, links or other items contained at or through our Site. We provide no guarantee against the possibility of deletion, mis-delivery or failure, or failure to store communications, personalized settings or other data. We expressly disclaim all liability for errors and omissions in, or the misuse of or the misinterpretation of any information contained at our Site that we are not otherwise legally required to provide to you. We may change the information contained at the Site at any time and we make no commitment to update the information contained at the Site on an ongoing basis. YOU ASSUME THE ENTIRE RISK AS TO THE USE OF THE SITE AND THE INFORMATION AVAILABLE AT THE SITE.

### Indemnification

You agree to indemnify, defend and hold harmless Insurent® and its affiliates and their officers, directors, employees, agents and licensors from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation by you or your agents of these Terms and Conditions, any violation of state or federal laws or regulations, or any other person's rights, including but not limited to infringement of any copyright or violation of any proprietary or privacy right.

Under no circumstances, including but not limited to negligent acts, will we or our affiliates be liable for any damages of any kind that result from the use of, or the inability to use, any of our products or services or the Site, even if we have been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

### Other Provision

Severability. If any clause or provision of these Applicant's Terms and Conditions is deemed invalid or unenforceable for any reason, the remaining provisions shall remain valid and enforceable. The invalidity or unenforceability of any term, clause or provision in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Waiver. No waiver of any provision of these Applicant's Terms and Conditions or of the rights and obligations of the parties shall be effective unless in writing and signed by an authorized officer or agent of Insurent®. Any waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

Successors and Assigns. These Applicant's Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. You may not transfer or assign any of the obligations, rights or interests under these Applicant's Terms and Conditions without the prior written consent of Insurent®.

Attorneys' Fees. If any claim, legal action or any arbitration or other proceeding is brought for the enforcement of these Applicant's Terms and Conditions or because of an alleged dispute, breach, default or misrepresentation in connection with the provision of the Site or these Applicant's Terms and Conditions, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that claim, action or proceeding, in addition to any other relief.

Governing Law. These Applicant's Terms and Conditions shall be governed by the laws of the State of New York and, where applicable, by federal law. However, any issue relating to an Insurent® account, service or product accessible through the Site shall be governed by the law(s) specified in the agreement for that account, service or product, if any.

Dispute Resolution. You agree that you will notify Insurent® in writing of any claim or dispute concerning the Site, or the information or services or products provided by or through it, and give Insurent® a reasonable period of time to address the claim or dispute BEFORE bringing any legal action, either individually or as a class member, against Insurent®.

Waiver of Jury Trial; Limitation on Actions. ALL PARTIES, INCLUDING YOU AND INSURENT®, WAIVE TRIAL BY JURY WITH RESPECT TO ANY DISPUTE RELATING TO THIS AGREEMENT OR YOUR OBTAINING PRODUCTS OR SERVICES THROUGH INSURENT® OR OUR SITE INCLUDING CLAIMS WHICH RELATE TO OR ARISE OUT OF ANY LEASE GUARANTY. ANY CLAIM OR CAUSE OF ACTION WHICH YOU MAY HAVE WITH RESPECT TO INSURENT® MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES.

### Customer Service

If you need assistance or if you need to communicate with Insurent®,

please telephone Insurent®'s Customer Service Department at (800) 675-7619 or write to us at P.O. Box 230752, Ansonia Station, New York, NY 10023.

You agree that: (1) you are signing these Terms and Conditions with a binding electronic signature; (2) you have read, understood and agree to be bound by these Terms and Conditions; (3) you have received and been able to print a copy of these Terms and Conditions; (4) your system meets the minimum requirements set forth above and that you have reasonably demonstrated that you can access information from us in an electronic form; (5) you consent to receive or obtain from the Site all Communications we send or provide to you in electronic form; (6) your agreement constitutes consent by any other applicant or co-tenant on your account(s) to these Terms and Conditions; and (7) you will use the Site and all of our services and products in a manner consistent with applicable laws and regulations, and in accordance with these Terms and Conditions and any other applicable agreements between you and Insurent®, as they may be amended by Insurent® from time to time.

## PRIVACY POLICY

Protecting your privacy is one of our top priorities. We have designed our Web Site to protect your privacy while at the same time providing the service and support necessary to ensure that you are fully satisfied with our products and services. We collect information from you to allow us to provide the products and services that you will purchase or have purchased through us. This privacy policy applies to all information we collect from you, regardless of whether you purchased a product through us or not. We have taken the following measures to ensure that your personal information is secure.

We protect information provided to us on this Web Site in the same way as we protect information provided to us over the telephone or any other way.

### WHAT INFORMATION WE COLLECT

You are free to browse our Site without providing any information about yourself to us and without providing any information about yourself to us and without registering. In order to use our products and services, however, you must register and provide certain personally identifiable information ("Personally Identifiable Information"). Registration is free. Additional information is collected as it is needed to process your application for our products or services.

#### Registration Information

We require that you provide your first and last name ("account name"), address (i.e. street address, city, state, country and zip/postal code), telephone number, and email address in order to register on our Site.

#### Application Information

We collect additional Personally Identifiable Information from you when you apply for a particular product or service. The information required may vary, but it generally includes specific information needed to process and evaluate your application, including your social security or other identification number, your date of birth, and information about your past job history, your rental history and your credit history. We also collect information about your transactions with us, our affiliates or others and information from third parties such as credit bureaus.

#### Cookies

Cookies are small files that are stored by your Web browser to help a particular system recognize you and the pages you visited in a Web site. Our Site uses "cookies" to make your online application more convenient. For example, we use a cookie to store your login information between sessions and to maintain information about the information that you've requested during your session. Additionally, we use data from cookies for a variety of internal purposes, such as studying how users navigate our Site. If your browser is set to reject cookies, you will not be able to make application from this Site.

Our "cookies" can in no way learn everything about you or what is on your computer's hard drive. And our cookies are recognizable only by our systems - another Web Site or server will not pick up information stored there.

#### Children

We do not knowingly allow children to submit applications for products or services through our Web Site. If you are under 18, you may not use this Web Site to purchase products or services.

### HOW WE USE YOUR INFORMATION

#### To Process, Evaluate and Maintain Applications

We collect your registration and application information in order to process, evaluate and maintain your applications for our products or services based on our Insurance Provider's underwriting guidelines. Disclosure of your Personally Identifiable Information is not transmitted to our Insurance Provider unless you make an application either through this Site or via telephone or fax.

We save the information gathered from your registration and application to make future transactions more convenient for you. Saving the information allows us to pre-populate certain fields and make your next transaction faster and easier to complete. (Read further under "How We Protect Your Information" for details regarding the security of your saved information.)

#### How the Insurance Provider Uses Your Information

We share your Personally Identifiable Information with the Insurance Provider in order to complete your application transaction. The Insurance Provider processes your Personally Identifiable Information according to its particular underwriting guidelines and operating policies and transmits the results of your application to us. We then deliver those results to you. Our agreement with the Insurance Provider prohibits it from using your Personally Identifiable Information for any

purpose other than processing, evaluating and accepting your application and issuing the insurance. For example, the Insurance Provider will not use Personally Identifiable Information collected by us to telemarket their services to you, and will not place you on their mailing list.

#### Notification of Other Services and Products

The primary reason we collect your e-mail, telephone number, and/or postal address is to notify you about application results and/or communicate other important information. Occasionally, we may also use your postal and/or e-mail address to inform you about products and services available through us or the Insurance Provider. Although we may send marketing offers on behalf of other businesses, our affiliates and ourselves to you from time to time, we do not give unaffiliated third party businesses your Personally Identifiable Information except as described in our Privacy Policy. If you do not want to receive such marketing notifications, you may opt-out by simply contacting us by using our Contact Us page or by writing us at P.O. Box 230752, Ansonia Station, New York, NY 10023. You may not opt-out of receiving communications from us regarding your application transaction or other messages which are not direct marketing offers.

### SHARING YOUR INFORMATION

#### Sharing Personally Identifiable Information.

We are not in the business of selling, renting or sharing your Personally Identifiable Information to or with others. We do not reveal Personally Identifiable Information about you to unaffiliated third parties, unless: (1) you request or authorize it; (2) the information is provided to help complete a transaction for you; (3) the information is provided to comply with the law, applicable regulations, court orders or subpoenas, to enforce our Terms of Use or other agreements, or to protect our rights, property or safety or the rights, property or safety of our users or others (e.g., to a consumer reporting agency for fraud protection etc.); (4) the disclosure is done as part of a purchase, transfer or sale of services or assets (e.g., in the event that substantially all of our assets are acquired by another party, customer information may be one of the transferred assets); or (5) the information is provided to our agents, outside vendors or service providers to perform functions on our behalf (e.g., analyzing data, providing marketing assistance, providing customer service, etc.).

The Fair Credit Reporting Act permits us to share certain information about you with other companies with which we are affiliated or other subsidiaries. This information includes information from your application as well as information about our transactions with you. If you do not want us to share this information with affiliated companies, other than as permitted by law, you can opt-out by simply contacting us by using our Contact Us page or by writing us at P.O. Box 230752, Ansonia Station, New York, NY 10023.

#### Sharing Non-Personally Identifiable Information.

We may share with third parties information, including how you use our Site, which is based on our experiential or other data which does not personally identify any of our users. We may share this non-personally identifiable information with our agents, outside vendors or third parties who perform functions on our behalf (such as providing marketing or customer assistance). Such statistics contain no personally identifying information.

#### Legal Process.

Except as required by law or as described above, we do not share information with other parties, including government agencies. We will release customer information, including Personally Identifiable Information, if required or permitted to do so by law, to comply with legal processes served on us or in the good-faith belief that such action is required or appropriate to protect and defend the rights, property or safety of our company, our customers, or the public. This includes, but is not limited to, providing information required for fraud protection and credit risk reduction.

#### A Secure Site and a Secure Data Environment

While no security system is 100% guaranteed, we utilize several state-of-the-art tools to protect your information. Strict security measures are employed whenever member or provider data is collected and transmitted. We have procedures limiting employee access to Personally Identifiable Information to those employees who have a business reason to know such information about you. We train our employees about the importance of confidentiality and maintaining the security of your information. It is also important for you to help protect against unauthorized access by signing off of our Site each time you finish using the Site and not sharing your password or PIN with others.

While we take reasonable measures to prevent the loss or misuse of the information that you provide to us, including but not limited to, your Personally Identifiable Information, due to factors beyond our control, we do not guarantee that your Personally Identifiable Information or any other information collected by us will be completely secure from misappropriation by hackers or other third parties or from other criminal activities.

#### Security over the Internet

We utilize an Internet security technology known as a Secure Sockets Layer (SSL) protocol to help protect your information. The "s" in the "https" address of our Web pages, as well as the browser security notices displayed by Netscape and Internet Explorer, indicate that SSL is in use. We also employ 128-bit encryption, which means that your information is transmitted over the Internet as a meaningless string of characters. Even if your information were intercepted over the Internet, it would not be understood.

#### Security Audits and Standards

Although we cannot guarantee the security of any data that is transmitted over the Internet, we utilize comprehensive security

measures to protect your information. To help achieve this objective, we routinely commission third-party security audits to make sure member information is safe. We have also enrolled with VeriSign, a company that sets strict standards for conducting secure communications and transactions over the Internet.

#### Firewall Protection

Once we have your information, we store it in a secure database behind a "firewall." A firewall is simply a software and hardware product that limits access by outside computers. Only authorized personnel have access to this information.

#### Password (PIN) and Username Verification

An additional step to protect your information is the use of a unique username and password (or "PIN") for each individual member. This helps prevent someone from entering the site, pretending to be you.

Should you ever forget your PIN, please notify us at the "Contact Us" page.

### DISCLOSURES

#### Conditions of Use, Notices and Revisions

*As our business changes from time to time, this Privacy Policy and the Terms of Use are expected to change from time to time, and we reserve the right to change the Privacy Policy and Terms of Use at any time. The use of your information is subject to the Privacy Policy and Terms of Use in effect at the time of use. The provisions contained herein supersede all previous notices or statements regarding our privacy practices. We may email periodic reminders of our notices and terms and conditions and post any changes to the Privacy Policy and the Terms of Use on our Site. We encourage you to check our Site frequently to see the current Policy in effect and any changes that may have been made to it.*

All personal information in our database will be subject to the new terms.

#### An "As Is" Web Site

Use of this site, its software, products, and services is provided "as is." Neither we nor the insurance provider nor any of our affiliates or subsidiaries can be held liable for any direct, indirect, punitive, incidental, special, or consequential damage or other injury arising out of or in any way connected with the use of this Web site.

#### Disputes

By choosing to visit our Site you agree that any dispute over privacy or the terms contained in this Privacy Policy, our Terms of Use (incorporated herein by reference) or any other agreement we have with you, will be governed by the law of the State of New York. In the event of any conflict between the terms and conditions of this Privacy Policy and the Terms of Use, then the Terms of Use shall control. **You also agree to arbitrate such disputes and to abide by any limitation on damages contained in our Terms of Use or other agreement we have with you.**

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The Insurent® Lease Residual Value Policy is currently available in New York State only. It is underwritten and issued by Argonaut Insurance Company, a property and casualty insurance company licensed in New York and other states. Argonaut Insurance Company is rated A (Excellent) by A.M. Best, and is located at 225 West Washington, 6th Floor, Chicago, IL 60606. November 2007