

## Resident Qualification & Approval Guidelines

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**DEFINITIONS:** Before you apply to rent one of our homes, please take the time to review this statement of rental policy. For the purpose of this document, the term “applicant” is defined as the person or persons who will be signing the Lease as the “Resident;” the term “occupant” is defined as the person or persons who are authorized occupants under the Lease. Some criteria apply to applicants only; others apply to all occupants. An applicant must be 18 years of age or older to qualify as a resident.

**EQUAL HOUSING:** We are an Equal Opportunity Provider. We do business in accordance with the Federal Fair Housing Act and do not discriminate against any person because of races, color, religion, sex, handicap, familial status or national origin. Additionally, we provide housing in accordance with all other state and local laws if those laws provide greater protection than the Federal Fair Housing Act. The number of occupants must be in compliance with HUD standards/guidelines for the applied for unit.

**AVAILABILITY:** Applications for apartment homes will be accepted on a first come-first serve basis.

**FEES/DEPOSITS:** Each applicant over the age of 18 will be required to pay a non-refundable application fee of \$55 for verification of information and credit approval. Each applicant must provide proof of identity. A good faith deposit may also be requested with the application for residency. If the application is accepted, the payment will be applied toward the required amounts, and if for any reason management decides to decline the application, management will refund the good faith deposit in full. If the application is approved and the applicant fails to sign a lease or take occupancy of the premises on the agreed date, management may retain the good faith deposit as liquidated damages for the amount of rent lost and any expenses incurred due to the cancellation.

**INCOME VERIFICATION:** The applicant’s gross monthly income must equal a minimum of three times the monthly rent per household. If a Lease Contract Guarantor is required or authorized, the Guarantor’s gross monthly income must also equal three times the monthly rent in order to qualify as a Guarantor. Income verification is required prior to final approval of the application for residency. One or more of the following documents must be submitted by the Applicant or Guarantor within 24 hours of the date of application: Last two paycheck stubs, current bank statement showing recurring payroll deposits, last two year’s income tax return (if self-employed). All sources of income must be verifiable.

**CREDIT:** A complete investigation of credit history of each applicant will be made and will require a satisfactory rating. Credit history or Civil Court Records must not contain slow pays, judgments, eviction filing, collections, liens, or bankruptcy within the past 5 years.

**RESIDENTIAL HISTORY:** Present and previous residence may be verified for all applicants and proposed occupants. Previous rental history reports from landlords must reflect timely payment, sufficient notice of intent to vacate, no complaints regarding noise, disturbances or illegal activities, no unpaid NSF checks, and no damage to unit or failure to leave the property clean and without damage at the time of lease termination. All applicants who have been previously evicted will be declined. The head of the household must be 18 years or older, physically occupy the premise and meet all criteria.

**EMPLOYMENT HISTORY:** Previous and current employment history will be verified. Allowances from other sources of income such as alimony, child support, retirement income, commissions or tips will require written verification. In the event the applicant is self-employed, written verification of two year’s income (such as tax returns) must be provided.

**CRIMINAL BACKGROUND CHECKS:** We perform criminal background checks in accordance with applicable federal and state laws. Your signature on the application for residency authorizes us to check not only your credit history, but also any arrests or convictions. You will be required to answer questions on the application stating whether you have been convicted of or arrested for a crime and if so, what the crime was, when and where it occurred and the disposition of the charge. An unsatisfactory criminal background check revealing a serious charge including but not limited to, conviction of a felony or deferred adjudication of a felony will result in denial of your application. However, not all crimes disqualify you from living in the premise. Crimes that result in denial of residency are those which pose a serious threat to the health, safety and welfare of persons living and working in the area, taking into account not only the type of crime but also the circumstances under which it occurred. In the event the criminal background check reveals any pending criminal cases, we may offer residency conditionally upon dismissal or favorable resolution of the charge. Upon conviction, the Lease Agreement will be terminated immediately. Your application for residency will be rejected if a criminal background check reveals a listing as a sexual predator or offender, felony convictions, convictions for any misdemeanor offenses listed below within the last 7 years, pending felony charges, guilty pleas or no contest pleas to any felony or any of the following misdemeanors: burglary, attempted burglary of a vehicle, attempted theft of a person, attempted theft over \$200.00, criminal mischief over \$200.00, unlawful carrying of a weapon, pornography, physical assault, sexual assault, enticing, injury to or obscenity with a child, cruelty to animals, forgery, terror threat, obscenity, indecent exposure and/or sexual molestation. In the event a record comes back “adjudication withheld”, “nolle prosequere”, or “adjudication deferred”, further documentation may be required and applicant may be denied on this basis.

The fact that we perform criminal background checks does not mean that our residents and occupants have no prior or current criminal histories, and we cannot and do not guarantee that our residents and/or occupants and /or guests are free from crime. Verification of the accuracy of information supplied to or made available to us by applicants and credit reporting services is limited.

**RENTER’S INSURANCE:** In some cases, proof of renter’s insurance may become part of the property qualifying criteria.

If my application is accepted and a lease signed by all parties, I understand the security deposit (pet & premises) will become my refundable security deposit upon meeting the terms of the lease and premise rules and regulations. If for any reason, management decides to decline my application, then management will refund this good faith deposit and the non-refundable fees, excluding application fee, to me in full. If management accepts the application but is unable to allow me to occupy the premises on the date agreed because of delay caused by construction or hold over of a prior resident, then I agree that my sole remedy shall be the return and refund of this good faith deposit and non-refundable fees including the application fee. I hereby waive any other right to damages against management or the owners of the property due to failure of management to provide the premises for occupancy. If I fail to occupy the premises on the agreed upon date, except for delay caused by construction or holding over of a prior resident, I understand that management shall assess as liquidated damages all deposits and fees (except pet deposit and non-refundable pet fee) paid to management through the date of proposed occupancy, including non-refundable application fee, security deposit, non-refundable administrative fee, which amounts shall be considered liquidated damages and not a penalty to reimburse management for re-rental costs and expenses incurred due to any cancellation in view of the fact that the parties agree that such costs are difficult to ascertain. It is understood that I shall have 24 hours from the time and date of submitting this rental application in which to cancel this rental application and receive a return of the good faith deposit and non-refundable fees excluding the application fee. Any cancellation after 24 hours after submission of this application by the applicant shall incur the liquidated damages noted above unless management should decline my application. I further understand that all original forms are returned to management and verifications are completed prior to move-in date. The lease agreement will not become effective until this application is approved by management.