

**THE VILLAS OF PARKHAVEN
SUMMARY OF RENTAL STANDARDS**

It is the policy of this community to accept completed applications on a first come, first serve basis. After receiving a fully completed application, residents will be selected within the boundaries of Equal Housing Opportunity Legislation and in accordance with the following policy.

PERSUANT TO THE FAIR HOUSING AMENDMENTS ACT OF 1988, AND TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, IT IS THE POLICY OF THIS COMMUNITY TO PROVIDE HOUSING ON AN EQUAL OPPORTUNITY BASIS. WE DO NOT DISCRIMINATE ON THE BASIS OF RACE, RELIGION, COLOR, SEX, FAMILIAL STATUS, NATIONAL ORIGINAL OR DISABILITY.

Lease Term: Six month (6) and twelve month (12) lease terms are available. A month to month lease option is available after the expiration of the original lease term. Fully furnished apartments can be rented on a month to month basis.

Application Fee: Each occupant age eighteen (18) and over must fill out an individual rental application and pay an individual application fee of \$35.00. Married couples will only be charged one \$35.00 application fee.

Identification: Each applicant must present two (2) valid forms of identification. These forms include a government issued photo ID card, Social Security Card, or current passport. Marticula Consular ID cards are not accepted as a proper form of ID.

Security Deposit: Each apartment requires a refundable deposit of \$300.00 at the time of apartment reservation. Deposit may or may not be refundable in accordance with the Apartment Lease Contract. Security deposits are forfeited and non-refundable if applicant does not cancel reservation in writing within seventy-two (72) hours of signing Lease Reservation Agreement.

Age: Minimum age of eighteen (18) must be validated by driver's license or state issued photo ID card.

Occupancy Policy: Applicants will be housed in the unit size appropriate for their household. Available apartments will be assigned based on the number of persons in the household; unless city or state laws specify otherwise, occupancy standards are as follows:

1. Occupancy is limited to two persons per bedroom.
2. The number of occupants may be adjusted with medical documentation to comply with ADA requirements.

Number of Occupants:	<u>Number of Bedrooms</u>	<u>Maximum Number of Occupants</u>
	1	2
	2	4
	3	6

A smaller apartment, based upon the above criteria, may be assigned if:

- The assignment does not conflict with local codes; AND
- The assignment does not cause serious overcrowding (two persons per bedroom plus one under three years of age).

Reasonable Accommodations: It is our policy, pursuant to the Federal Fair Housing Act, to provide reasonable accommodations and modifications upon request to all applicants, residents, and employees with disabilities. The community will seek to identify and eliminate situations or procedures which create a barrier to equal housing opportunity for all.

In reaching a reasonable accommodation with, or performing structural modification for otherwise qualified individuals with disabilities, the community is not required to:

- Make structural alterations that require the removal or altering of a load-bearing structure.
- Provide support services that are not already part of its housing programs.
- Take any action that would result in a fundamental alteration in the nature of the program or service, or
- Take any action that would result in an undue financial and administrative burden at the community, including structural impracticality as defined in the Uniform Federal Accessibility Standards (UFAS).

Income: The minimum monthly gross income (before taxes) must be equal to three (3) times the amount of the monthly rental amount. Income must be verifiable. Tips or bonus monies received will not be considered as verifiable income unless the amounts and frequency of payment can be listed on pay-stubs or verified by employer.

If Alimony/Child Support is used as income, notarized or court awarded documentation indicating amount and frequency of payment must be provided.

If Social Security is used as income, official documentation from the Social Security Administration indicating the amount and frequency of payment must be provided.

If Disability is used as income, official documentation from payment source indicating the amount and frequency of payment must be provided.

If Savings Account are used as income, bank statements from the previous three consecutive months prior to the date of application must demonstrate (1) sufficient balance to cover entire lease term and (2) balance has been maintained over the three month period with no major fluctuations per minimum monthly income requirements.

If Retirement/Trust Fund is used as income, official documentation from the company managing the fund, indicating the amount and frequency of payment must be provided.

If Scholarships are used as income, official documentation from the person or organization indicating the amount and frequency of payment must be provided.

(Income standards continued from page one)

If Military, a letter verifying income or pay stubs covering past thirty (30) days are required. Or, notarized documentation of military housing allowance is required.

Employment: Applicant(s) must be gainfully employed with stable employment and employment must be verifiable. To verify employment either applicant must provide copies of pay stubs for last two (2) consecutive months or officer of the company must fill out an Employment Verification Form verifying employment and gross monthly income.

If applicant is newly employed, a letter must be provided on company letterhead and signed by an officer of the company that states employment agreement and gross monthly income or officer of the company must fill out an Employment Verification Form verifying employment and gross monthly income.

If applicant is self-employed, personal tax records showing reported income and paid taxes are required. Letters from CPA's or other such organizations will not be considered sufficient verification.

Rental: All applicants must have rental and/or mortgage history. Prompt payment record and/or satisfactory references for a minimum of six (6) months. History that provides information showing a skip or an eviction, balance owed to prior landlord, collections and/or breached lease may result in denial of application unless satisfactory restitution has been provided and is confirmable with the management of the property. In cases of unsatisfactory rental and/or mortgage history that have been settled with the management of the property an additional amount to be added to the security deposit will be required.

For applicants renting for the first time the applicant must either (1) pay an additional amount to be added to the security deposit or (2) must have a co-signor for the Apartment Lease Contract.

Credit: Satisfactory credit bureau rating for a minimum of two (2) years and seventy percent (70%) of all credit lines must show paid as agreed. An unsatisfactory credit rating can disqualify an applicant from renting an apartment or may require additional security deposit money to be paid or pre-paid rent to be paid. An unsatisfactory credit history is one that reflects past or current bad debts, numerous late payments or unpaid bills, liens, judgments or bankruptcies. New credit must have been established with a clean record when reviewing bankruptcy.

For an applicant renting with very little or no credit history the applicant must either (1) pay an additional amount to be added to the security deposit or (2) must have a co-signor for the Apartment Lease Contract.

Criminal History: A criminal background check will be conducted for each applicant. The criminal search will be run on a nationwide, statewide and county level. If you have been arrested, convicted, or received deferred adjudication for any of the following your application will be automatically denied: a felony offense for any weapons charge, any drug related crime, burglary, sex crime and/or assault. All other crimes are subject to management approval. DUIs and DWIs are not reason for denial.

Pet Guidelines: The maximum number of pets allowed per apartment is two (2). Certain animals and breed of animals are restricted. A non-refundable pet fee of \$300.00 will be required for the apartment and covers up to the two (2) animals allowed per apartment. This fee does not cover damage repair or replacements charges due to damage beyond normal wear and tear. This fee does not cover additional cleaning charges beyond normal wear.

Canine and/or feline (dog or cat) must be house broken and properly inoculated. A full-grown weight limit of thirty-five pounds (35 lbs.) applies per animal. Any animal that is determined by management to be ill suited for apartment living in the judgment of the apartment management will be restricted.

Breeds that are restricted are Akita, Chow, Doberman Pincher, Elkhounds, German Sheppard, Pit Bull, Presa Canarios, Rottweiler and Wolf Breeds.

Any other pets, reptiles, rodents or exotic pets must be approved by management prior to move in.

Smoking Policy: Smoking is **NOT permitted** inside of any unit at anytime. Smoking on balconies, patios, and limited common areas attached to, or outside of the dwelling unit, is permitted. Management reserves the right to restrict or cease residents or their guests from smoking in the common areas attached to our outside the dwelling unit if the smoke is entering other units or if it is interfering with the rights, comfort, health or safety of others in the community.

Rental Payment Procedures: Rent for each apartment is due on the first (1st) day of each month. Late fees are assessed as of the fourth (4th) day of each month in which there remains an unpaid rent balance. The late fee charge on the fourth (4th) is \$30.00 and will be an additional \$10.00 each day after the fourth (4th) that any rent balance remains unpaid for a maximum of up to ten percent (10%) of the apartment rent rate per month.

In the event of a returned personal check a \$25.00 NSF fee will be charged to the account as well as the appropriate late fees will be assessed to the account depending on the number of days that the rent has remained unpaid. After a returned check only certified funds such as money orders or cashier's checks will be accepted for a twelve (12) month period. After the twelve month period personal checks will be accepted; however, in the event of a second check being returned management will only be able to accept certified funds for the remainder of residency.

Availability and Waitlist Procedures: Applications for apartment homes will be accepted on a first come, first serve basis and is subject to availability of the particular floor plan desired.

If the particular floor plan is not available at the desired time the applicant can be placed on the property waitlist. Once contacted about apartment availability, applicant will have a limited amount of time to respond as to whether or not the available apartment is suitable for their needs and desired move in ready date. In the event the applicant does not respond within the necessary time frame management does reserve the right to cancel applicant from waitlist if management does not receive communication from applicant. No apartment reservation is considered fully official until the required security deposit has been paid and the Lease Reservation Agreement is signed.

Intra-Community Transfers: Resident must fulfill six months of their original lease and provide at least thirty (30) day notice prior to transfer unless other arrangements have been made with management in writing at or before the time the original lease contract is signed. Account must also be current with no past-due rent balance due. A transfer fee of \$200.00 will be required to be paid on or before the time the new unit is reserved. The transfer fee only covers basic cleaning and maintenance charges and any additional charges incurred by the community that are beyond normal cleaning and/or wear and tear will be charged as a separate amount due on resident's account.

Move Out Notice Requirement: A written thirty (30) day advance move out notice is required from all tenants prior to vacating apartment.

Satellite Installation: Management does allow certain television satellite devices to be installed; however, there are certain installation restrictions and renter's insurance as well as an additional amount of security deposit is required. **If you wish to have television service in which a satellite dish will need to be installed management will need to be notified before the satellite dish is installed.**

Renters Insurance: Each occupied unit is required to have and maintain a property damage liability policy during the duration of occupancy. This damage liability policy can either be (1) under a tenant's personal renter's insurance account in which the tenant pays their insurance provider for the policy coverage or (2) the tenants can participate in the community's damage liability policy program in which the monthly policy fee for coverage is added to the rent total due on the first (1st) of each month. For personal renter's insurance coverage, management must have a copy of the current (not-expired) policy paper that the insurance company provides to the tenant.

Move Out Admin Fee: At move out account will be charged a standard \$100.00 admin fee. Typically this amount will be deducted from the security deposit at move out.

Co-Signor: Co-signors for applicants must have a minimum gross monthly income equal to five (5) times the amount of the monthly rent and this income must be verifiable. Co-signors must fill out a separate rental application and pay the application fee of \$35.00. Co-signors will be required to sign the Apartment Lease Contract and will be considered a lease holder and will be responsible for all terms and conditions pertaining to the lease contract.

Disclaimer: Management does not guarantee, warrant, or represent that all residents and occupants meet the above criteria due to the length of residency in comparison to when the criteria was implemented or amended.

Acknowledgment Rental Standards Information Was Made Available: By signing below the applicant verifies that the rental standards information for the community has been provided and that the applicant has had an opportunity to review the information. If the applicant does not meet the standards requirements or if the applicant provides inaccurate and/or incomplete information, the applicant may be rejected and application fee will not be refundable.

Consent For Release Of Information: By signing below applicant(s) authorize **The Villas of Parkhaven Apartments** to request information from other sources to confirm if applicant is qualified for residency. These sources include but are not limited to the following: credit reporting agencies, criminal background reporting agencies, past or present landlords, past or present employers, organizations or individuals other than employers who provide financial services or assistance, financial institutions and/or support and alimony providers.

Applications are screened through a third-party screening company using the above listed criteria. This company will provide a recommendation to accept or deny based on an applicant's (inclusive of all household members) creditworthiness.

Applicant acknowledges that a photocopy of this authorization may be used as proper permission to others to release the information to The Villas of Parkhaven Apartments. This consent is only for The Villas of Parkhaven Apartments and is not authorized to be used by any other company or persons.

Applicant Signature

Applicant Name – Printed

Date

Community Representative Signature

Representative Name - Printed

Date



Rental Application for Residents and Occupants

Each co-resident and each occupant over 18 must submit a separate Application.

ABOUT YOU

Full name (exactly as it appears on driver license or govt. ID card) _____

Former name (if applicable) _____

Gender _____ Birthdate _____ Social Security # _____

Driver license # _____ State _____

Government ID # _____ State (if applicable) _____

Home phone _____ Cell phone _____

Work phone _____ Email address _____

Marital status single married

U.S. citizen? yes no

Do you or does any occupant smoke? yes no

I am applying for the apartment located at _____

Is there another co-applicant? yes no

Co-applicant name _____ Email _____

Co-applicant name _____ Email _____

Co-applicant name _____ Email _____

Co-applicant name _____ Email _____

OTHER OCCUPANTS

Full name _____ Relationship _____

Birthdate _____ Social Security # _____

Driver license # _____ State _____

Government ID # _____ State (if applicable) _____

Full name _____ Relationship _____

Birthdate _____ Social Security # _____

Driver license # _____ State _____

Government ID # _____ State (if applicable) _____

Full name _____ Relationship _____

Birthdate _____ Social Security # _____

Driver license # _____ State _____

Government ID # _____ State (if applicable) _____

Full name _____ Relationship _____

Birthdate _____ Social Security # _____

Driver license # _____ State _____

Government ID # _____ State (if applicable) _____

WHERE YOU LIVE

Current home address (where you live now) _____

City _____ State _____ Zip _____

Do you rent or own? Beginning date of residency: _____ Monthly payment \$ _____

Apartment name _____

Name of owner or manager _____

Phone _____ Reason for leaving _____

Previous home address (most recent) _____

City _____ State _____ Zip _____

Do you rent or own? Dates: From _____ To _____ Monthly payment \$ _____

Apartment name _____

Name of owner or manager _____

Phone _____ Reason for leaving _____

YOUR WORK

Current employer _____

Address _____

City _____ State _____ Zip _____

Work phone _____ Beginning date of employment _____

YOUR WORK, continued

Gross monthly income \$ _____ Position _____
 Supervisor _____ Phone _____
 Previous employer (most recent) _____
 Address _____
 City _____ State _____ Zip _____
 Work phone _____ Dates: From _____ To _____
 Gross monthly income \$ _____ Position _____
 Supervisor _____ Phone _____

ADDITIONAL INCOME

(Income must be verified to be considered.)

Type _____ Source _____ Gross monthly amount \$ _____
 Type _____ Source _____ Gross monthly amount \$ _____

CREDIT HISTORY

If applicable, please explain any past credit problem: _____

RENTAL AND CRIMINAL HISTORY

Check only if applicable.

Have you or any occupant listed in this Application ever:

- been evicted or asked to move out?
- moved out of a dwelling before the end of the lease term without the owner's consent?
- declared bankruptcy?
- been sued for rent?
- been sued for property damage?
- been convicted or received probation (other than deferred adjudication) for a felony, sex crime, or any crime against persons or property?

Please indicate below the year, location, and type of each felony, sex crime, or any crime against persons or property for which you were convicted or received probation. We may need to discuss more facts before making a decision. You represent the answer is "no" to any item not checked above. _____

HOW DID YOU FIND US?

- Online search (website address) _____
- Referral from a person or locator? Name _____
- Social media (please be specific) _____
- Other _____

EMERGENCY CONTACT

Emergency contact person over 18 who will not be living with you:

Name _____ Relationship _____
 Address _____
 City _____ State _____ Zip _____
 Home Phone _____ Cell Phone _____
 Work Phone _____ Email Address _____

If you die or are seriously ill, missing, or incarcerated according to an affidavit of (check one or more) the above person, your spouse, or your parent or child, we may allow such person(s) to enter your dwelling to remove all contents, as well as your property in the mailbox, storerooms, and common areas. If no box is checked, any of the above are authorized at our option. If you are seriously ill or injured, you authorize us to call EMS or send for an ambulance at your expense. We're not legally obligated to do so.

YOUR VEHICLES

(If applicable)

List all vehicles owned or operated by you or any occupants (including cars, trucks, motorcycles, trailers, etc.)

Make _____ Model _____ Color _____
 Year _____ License # _____ State _____
 Make _____ Model _____ Color _____
 Year _____ License # _____ State _____
 Make _____ Model _____ Color _____
 Year _____ License # _____ State _____
 Make _____ Model _____ Color _____
 Year _____ License # _____ State _____

YOUR ANIMALS*(if applicable)*

You may not have any animal in your unit without management's prior authorization in writing. If we allow your requested animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges.

Kind _____ Weight _____

Breed _____ Age _____

Kind _____ Weight _____

Breed _____ Age _____

Application Agreement

The following Application Agreement will be signed by you and all co-applicants prior to signing a Lease. While some of the information below may not yet apply to your situation, there are some provisions that may become applicable prior to signing a Lease. In order to continue with this Application, you'll need to review the Application Agreement carefully and acknowledge that you accept the terms.

1. **Apartment Lease information.** The Lease contemplated by the parties will be the current TAA Lease. Special information and conditions must be explicitly noted on the Lease.
2. **Approval when Lease is signed in advance.** If you and all co-applicants have already signed the Lease when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of our approval, sign the Lease, and then credit the application deposit of all applicants toward the required security deposit or other amounts owed under the Lease.
3. **Approval when Lease isn't yet signed.** If you and all co-applicants have not signed the Lease when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of the approval, sign the Lease when you and all co-applicants have signed, and then credit the application deposit of all applicants toward the required security deposit or other amounts owed under the Lease.
4. **If you fail to sign Lease after approval.** Unless we authorize otherwise in writing, you and all co-applicants must sign the Lease within 3 days after we give you our approval in person or by telephone or within 5 days after we mail you our approval. If you or any co-applicant fails to sign as required **your Application will be deemed withdrawn**, and we may keep the application deposit as liquidated damages, and terminate all further obligations under this Agreement.
5. **If you withdraw before approval.** If you or any co-applicant withdraws an Application or notifies us that you've changed your mind about renting the dwelling unit, we'll be entitled to retain all application deposits as liquidated damages, and the parties will then have no further obligation to each other.
6. **Approval/non-approval.** If we do not approve your Application within 7 days after the date we received a completed Application, your Application will be considered "disapproved." Notification may be in person or by mail or telephone unless you have requested that notification be by mail. You must not assume approval until you receive actual notice of approval. The 7-day time period may be changed only by separate written agreement.
7. **Refund after non-approval.** If you or any co-applicant is disapproved or deemed disapproved under Paragraph 6, we'll refund all application deposits within 30 days of such disapproval. Refund checks may be made payable to all co-applicants and mailed to one applicant.
8. **Extension of deadlines.** If the deadline for approving or refunding under paragraphs 6 or 7 falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next business day.
9. **Keys or access devices.** We'll furnish keys and/or access devices only after: (1) all parties have signed the Lease and other rental documents referred to in the Lease; and (2) all applicable rents and security deposits have been paid in full.
10. **Application submission.** Submission of an Application does not guarantee approval or acceptance. It does not bind us to accept the applicant or to sign a Lease. Images on our website may represent a sample of a unit and may not reflect specific details of any unit. For information not found on our website regarding unit availability, unit characteristics, pricing or other questions, please call or visit our office.
11. **Notice to or from co-applicants.** Any notice we give you or your co-applicant is considered notice to all co-applicants; and any notice from you or your co-applicants is considered notice from all co-applicants.

Disclosures

1. **Application fee (non-refundable).** You agree to pay to our representative the non-refundable application fee in the amount indicated in paragraph 3. Payment of the application fee does not guarantee that your Application will be accepted. The application fee offsets the cost of screening an applicant for acceptance.
2. **Application deposit (may or may not be refundable).** In addition to any application fees, you agree to pay to our representative an application deposit in the amount indicated in paragraph 3. The application deposit is not a security deposit. At our option, the application deposit will be credited toward the required security deposit or other amounts owed under the Lease when the Lease has been signed by all parties; OR, it will be refunded under paragraph 7 if the applicant is not approved; OR it will be retained by us as liquidated damages if you fail to sign or withdraw under paragraphs 4 and 5 of the Application Agreement.
3. **Fees due.** Your Application will not be processed until we receive your completed Application (and the completed Application of all co-applicants, if applicable) and the following fees:
 - A. Application fee (non-refundable): \$ 35.00
 - B. Application deposit (may or may not be refundable) \$ 250.00
4. **Completed Application.** Your Application will not be considered "complete" and will not be processed until we receive the following documentation and fees:
 - A. Your completed Application;
 - B. Completed Applications for each co-applicant (if applicable);
 - C. Application fees for all applicants;
 - D. Application deposit.

Authorization and Acknowledgment

I authorize The Villas of Parkhaven

(name of owner/agent) to obtain reports from any consumer or criminal record reporting agencies before, during, and after residency on matters relating to a lease by the above owner to me and to verify, by all available means, the information in this Application, including criminal background information, income history and other information reported by employer(s) to any state employment security agency. Work history information may be used only for this Application. Authority to obtain work history information expires 365 days from the date of this Application. You agree the information provided may be used for business purposes.

Payment Authorization

I authorize The Villas of Parkhaven

(name of owner/agent) to collect payment of the application fee and application deposit in the amounts specified under paragraph 3 of the Disclosures.

Non-sufficient funds and dishonored payments. If a check from an applicant is returned to us by a bank or other entity for any reason, if any credit card or debit card payment from applicant to us is rejected, or if we are unable, through no fault of our own or our bank, to successfully process any ACH debit, credit card, or debit card transaction, then:

1. Applicant shall pay a charge of \$ 25.00 for each returned payment; and
2. We reserve the right to refer the matter for criminal prosecution.

Acknowledgment

You declare that all your statements in this Application are true and complete. **Applicant's submission of this Application, including payment of any fees and deposits, is being done only after applicant has fully investigated, to its satisfaction, those facts which applicant deems material and necessary to the decision to apply for a rental unit.** You authorize us to verify your information through any means, including consumer-reporting agencies and other rental-housing owners. **You acknowledge that you had an opportunity to review our rental-selection criteria, which include reasons your Application may be denied, such as criminal history, credit history, current income and rental history. You understand that if you do not meet our rental-selection criteria or if you fail to answer any question or give false information, we may reject the Application, retain all application fees as liquidated damages for our time and expense, and terminate your right of occupancy.** Giving false information is a serious criminal offense. In lawsuits relating to the Application or Lease, the prevailing party may recover from the non-prevailing party all attorney's fees and litigation costs. We may at any time furnish information to consumer-reporting agencies and other rental-housing owners regarding your performance of your legal obligations, including both favorable and unfavorable information about your compliance with the Lease, the rules, and financial obligations. Fax or electronic signatures are legally binding. You acknowledge that our privacy policy is available to you.

Right to review the Lease. Before you submit an Application or pay any fees or deposits, you have the right to review the Application and Lease, as well as any community rules or policies we have. You may also consult an attorney. These documents are binding legal documents when signed. We will not take a particular dwelling off the market until we receive a completed Application and any other required information or monies to rent that dwelling. Additional provisions or changes may be made in the Lease if agreed to in writing by all parties. You are entitled to a copy of the Lease after it is fully signed.

Images on our website may represent a sample of a unit and may not reflect specific details of any unit. For information not found on our website regarding availability, unit characteristics or other questions, please call or visit our office.

This Application and the Lease are binding documents when signed. Before submitting an Application or signing a Lease, you may take a copy of these documents to review and/or consult an attorney. Additional provisions or changes may be made in the Lease if agreed to in writing by all parties.

Applicant's signature

Date

FOR OFFICE USE ONLY

1. Apt. name or dwelling address (street, city): _____ Unit # or type: _____
2. Person accepting application: _____ Phone: _____
3. Person processing application: _____ Phone: _____
4. Date that the applicant or co-applicant was notified by telephone, by letter, by email, or in person of acceptance or nonacceptance: _____
(Deadline for applicant and all co-applicants to sign lease is three days after notification of acceptance in person or by telephone, five days if by mail.)
5. Name of person or persons notified (if there are more than one applicant, at least one of them must be notified): _____
6. Name of owner's representative who notified the applicant: _____

Additional comments: _____

