

**Terra West, LLC**  
**The Reserve at Fountainview**

Rental Application Criteria

Effective: 1/25/21

**This addendum shall become part of the Application for Residency and the Residential Apartment Lease for all apartment homes located at The Reserve at Fountainview.** Welcome to our community. In order to reside in our community, we require each applicant and each adult occupant to meet certain rental criteria. Before you complete a Rental Application, we encourage you to review these requirements to determine if you are eligible.

Terra West, LLC utilizes a Leasing Desk scoring system that incorporates a statistical mathematical analysis of information on an applicant's credit profile, reported rental history, collection actions, outstanding debt, and the aging of accounts. The scoring system factors and considers income, monthly rent, and overall credit history to evaluate how credit worthy an applicant is. The final number of the Leasing Desk score, represents an estimated level of risk as compared to the performance of other consumers in a range of scores. Because your Leasing Desk score is based upon real data, it is more reliable than subjective methods of evaluating your information. The Leasing Desk score treats all applicants consistently and impartially. Any credit discrepancies must be handled with the credit department directly by the applicant.

Please note that these are our current rental criteria and nothing in these requirements shall constitute a guarantee or representation by our community that all residents and occupants currently residing in our community have met these requirements. There may be residents and occupants that have resided here prior to these requirements going into effect. Additionally, our ability to verify whether these requirements are met is limited to the information we receive from various resident reporting services.

**All applicants, guarantors and each adult occupant (age 20 and over) must complete a separate Rental Application. Married couples may submit a single application. A valid government issued photo ID is required for all occupants 18 years of age and older. Lease holder(s) must be 20 years of age or older, anyone 20 years or older must be listed as a Lease Holder(s) (except those protected by familial status).**

**A. OCCUPANCY GUIDELINES - *All applicants and occupants must be listed on the lease agreement.***

All applications are further subject to municipal occupancy restrictions which cannot exceed City or County occupancy maximums. The maximum number of occupants per apartment varies from municipality and depends on the square footage and number of bedrooms in the prospective unit. An occupancy limit of two (2) persons per bedroom residing in a dwelling unit shall be presumed reasonable. Any additional individuals and residing in the unit for more than 14 days are considered to be occupants of the unit and must be screened through One-Site and listed on the lease. The two (2) person limitations shall not apply to a child or children born to the residents during the course of the lease. In the event the number of occupants exceeds the maximum number for that floor plan, due to the birth, adoption, custody or guardianship change of a minor child, residents will be permitted to stay in the existing apartment home through the end of their lease term or 90 days. At the end of the lease (or above time period, if the lease would expire before that time), residents must transfer to an appropriate (larger) floor plan subject to availability of the alternate floor plan and resident's compliance with the existing lease agreement, or vacate the apartment subject to the terms and conditions of the lease agreement and supporting addenda. **OCCUPANT(S) ONLY** - All persons 18 years of age and older who are listed as an occupant because of the familial status will have a criminal search processed at their expense paid with an application cost. Occupant(s) only with a failed criminal search recommendation will not be allowed to occupy the apartment.

**B. INCOME** - Monthly combined gross [before taxes] income for a single individual, roommates or married couple must equal three (3) times the monthly rent. Verification can include last three (3) consecutive pay stubs, third party written verification from income sources (via fax, mail or email with company domain), last 3 bank statements showing direct deposit from employer, statements from an accountant, tax returns, etc. Retired or unemployed applicants must provide other sources of verifiable regular monthly income. For example: investments, savings account, trust funds, child support, alimony, proof of assets, etc. that covers three (3) times the monthly rent or the rent for the entire amount of the lease term.

**C. EMPLOYMENT** - When applying, it is the obligation of the applicant(s) to provide proof of income within three days of submission of the application(s). The following are acceptable forms of proof: three (3) most current paycheck stubs, a job offer letter stating the start date and salary on company letterhead, or last three banks statements showing direct deposit from employer. If self-employed, the previous year's tax return or 1099 are acceptable. Applicant(s) should have a minimum of six (6) months continuous employment. The Reserve at Fountainview may require a Guarantor for applicant(s) or recent graduates with less than six (6) months of employment. Students must provide documentation of full-time student status (12 credit hours per semester). If income cannot be verified, a Guarantor will be required.

- D. RENTAL HISTORY** - Applicant must have a minimum of twelve (12) months satisfactory rental history or proof of home ownership. Satisfactory history is defined as: no more than two (2) late payments in a 12 month period of time, no more than one (1) returned check, gave adequate notice to vacate, and have no outstanding financial obligations to any landlords. The previous landlord must state that they would be willing to re-rent to the applicant(s). The Reserve at Fountainview may require a Guarantor for first time renters or full time students. Reference information from family members or friends will not be considered.
- E. CREDIT HISTORY** - The first step in the application process is a credit report which will be processed on each applicant. The credit report will be part of a scoring model. Approval will be based on the indicators of future rent payment performance. A positive credit score must be obtained for the approval process to continue. Applicant(s) credit history with any open collections, including utilities and or medical collections may be cause for denial. Bankruptcies and or paid judgments must be at least 1 year old and applicant must have established at least one full year of good credit history since the date of any previous bankruptcy, or judgment. The Reserve at Fountainview may require a Guarantor for applicant(s) with no credit history. All applicants must provide a valid Social Security Number or a valid TTIN number.
- F. CRIMINAL RECORD** – All applicants and occupants (18 years or older) will be subject to a criminal background check. If failed, they will not be allowed to occupy the apartment. All felony convictions and/or charges, including but not limited to the following crimes: sex offender, violence, fraud, weapons, organized crime, drug related, sex related, animal related, computer/telecommunication related, public justice related, public order related, gambling, victimless related crimes, and some crimes that are not provided. Certain misdemeanors such as property related, violence, drug related and unclassified crimes that are not provided related to any of the aforementioned crimes are considered a denial. If a miss match identity dispute for some items above is made with an active record determined by the screening service, it could delay the application. The applicant must provide proper documentation from the court for the consideration of dispute. If the applicant cannot provide proper third party documentation the application is denied and all monies are retained.
- G. CANCELLATION OF APPLICATION** - Applicant(s) understands that if they choose not to rent this unit within 72 hours (3) three calendar days of the date hereof from submission of the application, then they forfeit the application cost for the unit. Applicant(s) understand that if they choose to cancel after 72 hours (3) three calendar days of the date hereof from submission of the application, both the application fee and administration fee are forfeited. Refunds shall be made in accordance with the requirements of the law. Applicant(s) also understands that no cash will be accepted prior to or at the time of move-in.
- H. FALSE INFORMATION** - Any falsification of information on the application will automatically disqualify the applicant(s). The administration costs and application costs for the unit will be retained. Lessor may obtain additional consumer reports on the applicant(s) in the future to update or review their account.
- I. APPLICATION APPROVAL PROCESS** - The approval process will begin when The Reserve at Fountainview has received completed applications from all applicants and occupants. The approval process will result in one of three outcomes: accepted, conditional acceptance, or denied. Additional information and/or deposits or a guarantor may be required if a conditional acceptance is deemed appropriate.
- J. CONDITIONAL APPROVAL** - When a Real Page, Inc. application recommendation is returned as “Pass with Conditions”, the household will be required to pay an additional security deposit along with the current standard deposit required. The amount of the additional deposit will be on top of the current amount of the standard deposit **(the current standard deposit times 3 (three))**. This does not include preferred employer deposit or discounted deposit. The addition is double the current amount of the standard deposit, **or** the applicant(s) must provide a Guarantor, **or** both an additional security deposit and Guarantor may be required. A Guarantor may be required if the Leasing Desk score is in the conditional approval range or for anyone who has a lack of income due to being a full-time student or rental history requirements have not been or are partially met. Guarantors or additional security deposit will not be accepted as a substitute for negative rental or if the Leasing Desk score recommendation is returned with a “Fail. All adverse action requirements will be combined when reviewing multiple applications. The administration holding cost will be refunded if the result of the application is “Pass with Conditions” and the application is not accepted or if the result is “Fail”, and only if any of the following items in section O did not apply
- K. GUARANTOR** – Guarantor’s must show verification to substantiate income equal to or greater than four (4) times the effective rent using the type of documentation listed in Sections B and C above. Note: In the event a Guarantor is required, he/she must complete an Application; pay an application cost of fifty-five dollars. They must provide a valid government issued photo ID and be processed through Real Page, Inc. as a Guarantor. They must sign the Guarantor Agreement at the time of move in. Guarantor must complete and sign a lease agreement if approved but will not have access to the apartment. They must sign the Guarantor Agreement in person, electronically or furnish the Guarantor Agreement notarized prior to or upon move-in. Guarantor’s may be accepted for applicants with a recommendation of “Pass with Conditions” only due to first time renters or

full-time students. The Guarantor's will be held fully responsible for the Lease Agreement if the occupying resident(s) default. Guarantors will not be accepted as a substitute for negative rental or if the Leasing Desk score recommendation is returned with a "Fail".

- L. ANIMALS** - The resident must sign a pet addendum. This requires the pet owner to adhere to the property's regulations; *including, but not limited to*, any applicable pet weight limits, non-refundable initial pet costs, and agreement to monthly pet rent payments. Breed, age and weight restrictions may apply. Vet certification to verify breed and shot records may be required. Photo ID of pet is required prior to approval of application. Properties that participate in the Poo Print program, will require a DNA swap on or before day of move in. A non-refundable pet cost, a refundable pet deposit, in addition to and a monthly pet rent for the pet(s). See management for details. Additional documentation will be required for service or support animals.
- M. RENTERS INSURANCE** – Renter's insurance is required as a condition of residency. Resident must provide us a copy prior to or upon move in. **We require** that a resident carries \$100,000.00 in personal liability coverage. **The Reserve at Fountainview must be listed as additional insured on Section 2 of the insurance policy.**
- N. RESIDENT TRANSFER ON-SITE** – If Agent/Owner so elects, all current residents transferring on-site must complete a new rental application and show verification to substantiate income equal to or greater than three (3) three times the monthly rent for a single person. Husband/wife and roommates will be three (3) times the monthly rent combined. They must show this using the documentation stated above in section B & C. An on-site transfer cost of \$250.00 and a new administration holding cost of 200.00 will be due in order to reserve the new selected unit. In addition, pay a 200.00 deposit due on the new selected unit and may be refunded any deposit from the apartment vacated and provided the apartment is returned cleaned and in good condition. The resident(s) must give proper notice according to the current lease and sign a transfer addendum.
- O. DECLINED APPLICATIONS** - If any of the following apply, the application **will automatically be denied**. All deposits and application monies will be retained. The following are reasons for decline: unable to provide a valid government issued photo ID, falsification of the application, anyone with an unpaid rental collection debt, anyone having an unsatisfied monetary judgment currently pending against them, any non-U.S. citizen who does not provide the required USCIS documents, bankruptcy filing that has not been dismissed or discharged, and criminal record (see section F). If applicant has a returned payment of their administration and or application fees. Lessor may obtain additional consumer reports on the applicant(s) in the future to update or review their account. Applicant(s) credit history with any open collections, collection utility accounts may be caused for a denial.

**APPLICATION:** To reserve an apartment home, certified funds for the administration costs must be given to management upon reservation of apartment. An online option is also available for application and payment of administration costs. Vacant make ready units can be taken off the market and held up to two (2) weeks from the application date. The administration holding cost of 200.00 for a unit is required to be paid at the time the application is made, and the application cost of \$55.00 per application. When the application is approved by management the security deposit will be due on or before move in. Management reserves the right to ask for certified funds for move in prorated and next month rent if move in date is the 25<sup>th</sup> or after.

This company and this community does not discriminate on the basis of race, color, religion, sex, national origin, handicap, familial status, sexual orientation, gender identity/expression or ancestry. I have read and understand the Rental Application Criteria.

_____ Applicant	_____ Date		_____ Applicant	_____ Date
				
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