

Longhorn Crossing Apartments

Resident Screening Polices/Guidelines

Welcome to our community. Before you apply to rent an apartment home in our community, please take the time to review this screening policy. All person 18 years of age or older, not dependents and not married, will be required to complete separate rental applications. Applicants legally married or with adult dependents, and applying for residency will be required to complete a joint application. The term “applicant(s)” under this policy means the person or persons that will be signing the Lease as “residents”; the term “occupant(s)” in this policy means the person under the age of 18 or persons that are authorized occupants under the Lease.

Please also note that these are our current rental criteria; nothing contained in these requirements shall constitute a guarantee or representation by us that all residents and occupants currently residing in the community have met these requirements. There may be residents and occupants that have resided in the community prior to these requirements going into effect; additionally, our ability to verify whether these requirements have been met is limited to the information we receive from the various resident credit reporting services used. It is the policy of this community to comply with all applicable fair housing laws including those which prohibit discrimination against any person based on race, color, creed, religion, sex, national origin, gender identity, sexual orientation, disability or family status.

1. **OCCUPANCY GUIDELINES** – 2 adults per bedroom, OR 2 adults + child up to 2 years old per bedroom*, OR 3 children up to age 10 years old per bedroom.

*A family may occupy an apartment if the family does not exceed two persons per bedroom plus a child who is less than 18 months old and who sleeps in the same bedroom with the child’s parent, guardian, legal custodian, or person applying for that status. Residents who have a child less than 2 years old at the time of rental application or have reached 2 years old during the lease term will be required, upon the end of the current lease term, to either:

- i. Transfer into another available apartment which has more bedrooms: or
- ii. Move out

Rent for the new apartment will be at the rental rate at the time the lease is entered into for the new apartment. For the purposes of this occupancy policy, a “family” shall consist of the following: one or more individuals (who have not attained the age of 18 years) being domiciled with: (i) a parent or another person having legal custody of such individual or individuals; or (ii) the designee of such parent or other person having such custody, with the written permission of such parent or other persons. The term ‘family’ Shall also apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years.

2. **AGE** – Applicants must be 18 years of age or older unless deemed to be an adult under applicable law with respect to the execution of contracts.
- 3.
4. **CREDIT** – A credit report will be completed on all applicants to verify account credit ratings. Income plus verified credit history will be entered into a credit scoring model to determine rental eligibility and security deposit levels. Unfavorable accounts which will negatively influence this score include, but are not limited to: collections, charge-offs, repossessions, bankruptcy, and current or recent delinquency.

ADDITIONAL APPLICATION Deposits WILL BE REQUIRED FOR ALL LOW ACCEPTANCE, WHICH WILL EQUAL TO ONE MONTH’S RENT, to be paid with guaranteed funds (i.e. money

order or cashier check) within a week of notification or prior to occupancy. Applicant has 24 hours to withdraw application after being informed of additional deposit requirement, thus reservations monies, (excluding application fees), would be refundable. After 24-hour deadline, all monies are non-refundable under the circumstance aforementioned. Applicant or applicants with no social security number will be required to pay an additional application deposit equal to one month's rent with guaranteed funds. A criminal background check must be approved before further approval consideration is given.

5. **NON-US CITIZENS ARE WELCOME TO APPLY** – A supplemental Rental Application for Non- U.S. Citizens must be completed and one of the following must be provided for identity verification purposes only.

REFER: Credit Recommendation occurs on applicants with little or no credit history. In such cases, additional checks for rental and income/employment will be completed. IF the criteria are met in this checks, an **additional deposit equal to half the standard deposit** will be required. On rental history, applicant must have 6 months of positive rental history within the past 24 months. (Please refer to Clause 8 of this document for detailed information on rental history requirements.) When no rental history or credit exists, an **additional deposit equal to a FULL standard deposit** is required. *Additional deposits, or move ins to be expedited within a 72 hour period, are to be paid in Guaranteed Funds, (i.e. money order or cashier check). A criminal check must be approved before further approval consideration is given.

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6. **INCOME** – Gross income for all applicants in one apartment home will be combined and entered into the credit scoring model for income eligibility. All applicants will be asked to produce consecutive and most recent pay stubs for the last 4 weeks from application date. Applicants must have a minimum combined gross income of **THREE TIMES THE MONTHLY MARKET RENT**. Additional sources of verifiable income may be considered. These sources may include: child support, grants, pensions, GI benefits, disability, trust funds, social security and savings accounts.

Some credit scoring results will necessitate further income verification. In such instances, verification with employer will be completed or applicant may be asked to produce additional financial statements/records.

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7. **EMPLOYMENT** - Applicant must have minimum of (6) months of current verifiable employment. Prior employment verification if on current employer is less than 6 months. School will be accepted as an alternative to employment history with student documentation. If employment is to begin soon, the applicant must provide a letter of intent-to-hire from the employer's representative/HR Department.
8. **SELF EMPLOYED, RETIRED OR UNEMPLOYED** – Such applicants must provide the previous year's income tax return and the previous two month's bank statement or twelve months of financials statements and must exhibit no negative references.
9. **CRIMINAL HISTORY** - A criminal background check will be conducted for each applicant and occupant 18 years and older. Applications will be denied for any or all felony crimes (violent) against a person or animal. The following criminal related items occurring within the last ten (10) years prior to the application date will also be denied.

- Felony convictions
- Any terrorist related conviction

- Felony illegal drug related conviction
- Any prostitution related conviction
- Any sex related conviction
- Any cruelty to animals conviction
- Misdemeanor conviction involving crime against persons or property
- Any of the above related charges resulting in “Adjudication Withheld” and or “Deferred Adjudications
- Active Status on Probation or parole resulting from any of the above

Please remember that this requirement does not constitute a guarantee or representation that residents or occupants currently residing in our community have not been convicted of or subject to deferred adjudication for a felony, certain misdemeanors or sex offenses requiring registration under applicable law; there may be residents or occupants that have resided in the community prior to this requirement going into effect.; additionally, our ability to verify this information is limited to the information made available to us by the resident credit reporting services used. If we receive any of the above mentioned criminal related reasons on a criminal background check, we may reject the application and retain all fees and deposits as liquidated damages for our time & Expense thus terminating your right of occupancy

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10. RENTAL HISTORY – Some credit scoring results will necessitate an evaluation of verifiable rental or mortgage payment history for the last 24 months. In these instances, applicant must have a minimum of 6 months cumulative verifiable rental or mortgage payments history within the last 24 months. In such instances, if a previous landlord cannot be contact, 6 consecutive months of proof of payment must be verified and a copy of the lease contract must be provided.

When applications also depend on the results of a rental history investigation for an approval/denial determination, applications for residency can be denied for the following reasons:

- i. An outstanding debt to a previous landlord must be paid in full and proof of a payment will be required. The applicant will be automatically rejected if an eviction occurred in the past (5) years.
- ii. Any outstanding NSF balance to a previous landlord
- iii. Lease violations
- iv. A breach of a prior lease or a prior eviction of any application or occupant/or judgment pending
- v. More than 4 late pays or 2 NSF’s within the last 24 months.

11. GUARANTORS – Guarantors will be accepted for applicants who are first-time renters or registered students. For Guarantor-support applications, an additional application deposit will be required. The deposit level will be based on the credit analysis. The guarantor will be required to complete an application and pay a full application fee. Guarantors must have a gross monthly income of **5 times the monthly market rent** and meet all other qualifying criteria identified in this screening policy. The guarantor will be asked to sign a Lease Guaranty Agreement to support this application. Only a **relative** or **employer** will be considered for guarantors. Guarantors must have all paperwork submitted with 72 hours or apartment will be put back on the market and all monies will be forfeited.

12. **PETS ARE WELCOME** – No more than two (non-service) combined **100 pounds** or less at **full-grown stage** are allowed per apartment. Pets must be no less than eight (8) weeks of age. Aggressive breeds will not be allowed. These include, but not limited to, Doberman Pincher, German Shepherd, Rottweiler, Pit Bull/Staffordshire Terrier, Husky, Malamute, Chow Chow, St. Bernard, Great Dane, Prea Canario, Akita, American Bull Dog, etc. additional form with more breed restriction is available. Exotic animals such as reptiles, tarantulas, birds (parrots, cockatiels, macaws), rodents, ferrets, skunks, squirrels, raccoons, pot belly pigs, other farm or exotic animals, insect and poisonous fish are not allowed. A **\$200** non-refundable animal fee for pets 30 lbs or less, **\$300** pet fee for pets 31 to 100 lbs, and **\$200** deposit per pet for pets 30 lbs or less, and **\$300** pet deposits for pets 31 to 100 lbs is required prior to move in. **Monthly Pet Rent \$15 for each pet will be charged.** A picture of the pet will be required to take prior to move in. Prior approval from management will be required. **Animals less than six (6) months will be required to pay an additional \$150 deposit per animal.** Aquariums will be allowed with a 20-gallon maximum on the first floor only with proof of renter’s insurance for the entire term of the lease in the amount of \$100,000.

13. **VEHICLES** – **Parking space is limited in our community.** Two vehicles allowed per household. Vehicles must be operational and have current registration and inspection. Boats, trailers, and commercial vehicles are not allowed at any time.

14. **NO SMOKING** – Our community does not allow smoking anywhere inside the dwelling units or in common interior buildings of the apartment community.

15. **WATER FURNITURE** – Water furniture will only be allowed in the first floor apartments with proof of current renter’s insurance for the term of the lease in the amount of \$100,000.

16. **RENTER’S INSURANCE IS REQUIRED-** On or prior to move-in and each renewal term, applicant must provide proof of insurance including policy number and effective date.

Falsification of Application – Any falsification in Applicant’s paperwork will result in an automatic rejection of Application. In the event that an Applicant falsifies his/her paperwork, owner has the right to hold all deposits and fees paid to apply towards liquidated damages. Proper picture I.D. will be required to verify identification for each applicant and guarantor(s).

Application will not be considered until the application has been fully executed and returned, and all applicable application deposits and fees have been paid. Any changes or addition of roommate(s) occurring during a lease term will require a processing (administrative fee) of \$100 to be paid in advance. Any change to application or lease after application is signed and prior to move-in will result in processing (administrative) fee of \$50 to be paid in advance.

I acknowledge I have read and understand the entire Resident Screening Policies:

APPLICANT(S) SIGNATURES

_____	DATE _____
_____	DATE _____
_____	DATE _____

COSIGNER(S) SIGNATURES

_____	DATE _____
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OWNER’S REPRESENTATIVE

_____	DATE _____
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**PRIVACY POLICY FOR PERSONAL INFORMATION
OF RENTAL APPLICANTS AND RESIDENTS**

We are dedicated to protecting the privacy of your personal information, including your Social Security Number and other identifying or sensitive personal information. Our policies and procedures are designed to help ensure that your information is kept secure, and we work to follow all federal and state laws regarding the protection of your personal information. While no one can guarantee against identity theft or the misuse of personal information, protecting the information you provide us is a high priority to our company and staff. If you ever have concerns about this issue, please feel free to share them with us.

How personal information is collected. You will be asked to furnish some of your personal information when you apply to rent from us. This information will be on the rental application form or other document(s) that you provide to us or to an apartment locator service, either on paper or electronically.

How and when information is used. We use this information only for our business purposes involved in leasing a dwelling to you. Examples of these uses include, but are not limited to, verifying statements made on your rental application (such as your rental, credit and employment history), reviewing your lease for renewal and enforcing your lease obligations (such as to obtain payment for money you may owe us in the future).

How the information is protected and who has access. We allow only authorized persons to have access to your personal information, and we keep documents and electronic records containing this information in secure areas and systems.

How the information is disposed of. After we no longer need or are required to keep your personal information, we will store or destroy it in a manner designed to prevent unauthorized persons from accessing it. Our disposal methods will include shredding, destruction or obliteration of paper documents and destruction of electronic files.

Locator services. If you found us through a locator service, please be aware that locator services are independent contractors and are not our employees or agents – even though they may initially process rental applications and fill out lease forms. You should require any locator services you use to furnish you their own privacy policies.

Acknowledgment: Signing this acknowledgment indicates that you have had the opportunity to review the resident selection criteria. The resident selection criteria may include factors such as criminal history, credit history, current income and rental history. If you do not meet the selection criteria, or if you provide inaccurate or incomplete information, your application may be rejected, and your application fee will not be refunded.

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Applicant	Date
_____	_____
Applicant	Date
_____	_____
Applicant	Date
_____	_____
Longhorn Crossing Apartments	Date