



**RESIDENT QUALIFICATION CRITERIA,  
PRIVACY POLICY AND ACKNOWLEDGMENT**

**FOR:** \_\_\_\_\_ (**“Property”**)  
\_\_\_\_\_

- PROPERTY PROGRAM PARTICIPATION:**
- Low Income Housing Tax Credit (**“LIHTC”**)
  - HOME
  - Rent Paid by Section 8 Choice Voucher (**“Section 8 Voucher”**)
  - Other \_\_\_\_\_ (**“Other Programs”**)

**A. RESIDENT QUALIFICATION CRITERIA**

**A RENTAL APPLICATION MUST BE PROCESSED ON ALL PROSPECTIVE RESIDENTS WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AND A NON-REFUNDABLE APPLICATION FEE PAID FOR EACH APPLICANT (EXCEPTION: AN INDIVIDUAL LIVING WITH A PARENT, LEGAL GUARDIAN, OR THEIR DESIGNEE).**

NeighborWorks® Laredo and the owner of the above-referenced Property (collectively, hereinafter “Landlord” or “NEIGHBORWORKS LAREDO”) would like to thank you for showing interest in making your home at the Property. In order to assist you with making your decision, we are providing you with a list of criteria and guidelines used to determine qualification of applicants for residency at this Property.

All individuals intending to reside at this Property and who are aged eighteen (18) years old and over must fully complete a rental application as it is our policy that all residents aged eighteen (18) years old and over be a leaseholder. In the event someone under the age of eighteen (18) year old would like to apply for residency at this Property, proof of emancipation may be required to proceed. AFTER SCREENING IS COMPLETE AND AFTER ANY FUTURE LEASE IS EXECUTED, BUT BEFORE APPLICANT IS PROVIDED KEYS, EACH APPLICANT MUST PRESENT GOVERNMENT-ISSUED PHOTO IDENTIFICATION AND ALLOW SAME TO BE PHOTOCOPIED. Qualification for residency at our Property is based on meeting objective criteria guidelines which include, but are not limited to the following:

Applicant(s)' Initials: \_\_\_\_\_



## 1. OCCUPANCY:

Occupancy limits are as follows:

<u>Apartment Size</u>	<u>Maximum Occupants</u>
Studio/1 Bedroom	3 Persons
2 Bedroom	5 Persons
3 Bedroom	8 Persons
4 Bedroom	9 Persons

The term “Family” includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status: 1. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person or any other single person; or 2. A group of persons residing together an such group includes, but is not limited to: (I) A family with or without children (a child who is temporarily away from home because of placement in foster care is a member of the family); (II) and elderly family; (III) a near -elderly family; (IV) a disabled family; (V) a displaced family: and (VI) the remaining member of a tenant family.

## 2. INCOME:

For a Property not participating in a LIHTC, HOME, Section 8 Voucher and Other Program, applicants must show proof of gross income at least two (2) times the amount of the monthly rent to qualify. Income will be verified on all applicants eighteen (18) years of age and older, either by third party verification or copies of pay stubs as follows: Weekly - six (6) weeks of pay stubs are required, Bi-weekly/Semi-monthly/Monthly-four (4) pay stubs are required. For HOME funds applications, income will be verified on all applicants eighteen (18) years of age and older, either by third (3<sup>rd</sup>) party verification or copies of the most recent ninety (90) days of consecutive pay stubs or similar. Verifications must be within 120 days of move-in date. For property that is pre-leased further than 120 days, income may have to be re-verified prior to move-in. Section 8 voucher holder applications will be considered and will be screened in accordance with HUD guidelines for the voucher program for income purposes. Criminal and Credit Screening for Section 8 Participants will be handled in accordance with NEIGHBORWORKS LAREDO’s standards.

## 3. CREDIT:

A consumer report including information concerning your credit will be obtained from information provided on the application and will be reviewed by a third-party verifier when available or by property manager. Based on credit history, if the report is returned “Accept” the application will be approved. “Accept with conditions” the application will be approved provided applicant has a guarantor. If the report is returned “Decline” or “Accept with conditions” the third-party verifier will provide the applicant a copy of the reports, the name, address, and telephone number of the reporting agency, a summary of rights under the Fair Credit Reporting Act, and additional information on your rights under the law. Outstanding evictions, landlord balances, utility collections or unpaid returned checks will not be accepted.

## 4. GUARANTOR:

For a Property not participating in a LIHTC, HOME, Section 8 Voucher and Other Program, a guarantor may be used if an applicant fails to meet Income and/or Credit qualification criteria guidelines. A guarantor must provide verifiable proof of income in an amount no less than THREE AND ONE HALF (3.5) times the monthly rental rate, and guarantor must also meet all other qualification criteria guidelines provided herein through the duration of any

Applicant(s)' Initials: \_\_\_\_\_

prospective lease term. A guarantor must pay an application processing fee, execute a guarantor addendum and reside in the United States of America. If the Applicant is under eighteen (18) years old, Applicant will be required to have a guarantor.

**5. CRIMINAL BACKGROUND:**

It is this Landlord’s policy to review an applicant’s criminal history for initial determination of qualification of residency at the Landlord, and thereafter, before and as a condition to applicant being permitted to execute any apartment lease contract renewal at the Landlord, as there is a legitimate concern about the health, safety and/or comfort of other residents and employees, as well a legitimate concern regarding the potential risk for property damage. Criminal history only refers to criminal convictions, which include deferred adjudication and/or pretrial diversion (collectively, “Criminal Conviction”). Generally, factors including, but not limited to the following will be considered when reviewing an applicant’s Criminal Conviction(s): nature and severity of crime; when the crime was committed; and, whether the type of criminal conduct is a concern to the legitimate interests of the Landlord or owner of the Property under management.

Applicant shall not be rejected solely based upon an arrest or charge that is not yet a Criminal Conviction. Applicants with pending criminal charges, or subsequent criminal charges, who receive a Criminal Conviction during the term of any prospective lease, or any prospective renewal period, may considered in default of their prospective lease and may be required to vacate the apartment unit at that time. Applicant understands that applicant’s updated criminal history, including any new Criminal Convictions, may be reviewed by the Landlord as a condition to applicant being able to renew any future apartment lease contract at the Landlord.

Criminal background checks will be run on each household member **eighteen (18)** years of age and older. If the Criminal Convictions report reveals any negative information about a household member, the Landlord may propose to deny admission based on the negative information. In such cases, the Landlord will provide the applicant(s) notice of the proposed adverse action and the applicant(s) will be given the opportunity to dispute the accuracy of the record. The notice will inform the applicant(s) of their right to dispute the accuracy of the report and will provide the name, address, and telephone number of the agency that composed the criminal record report. The notice will also inform them of their right to access a free copy of the criminal report. If the applicant does not respond to the Landlord within 10 calendar days of the date the letter was mailed, the Landlord will send the applicant(s) a written notice of ineligibility stating the specific reason for the denial and information on their appeals rights- and if disabled, their right to request a reasonable accommodation.

**6. GROUNDS FOR DENIAL:**

**NEIGHBORWORKS LAREDO is not required or obligated to lease to applicants and any household member who:**

- A. Do not meet any one or more of the eligibility criteria;**
  
- B. Do not supply information or documentation required by the application process;**
  
- C. Have a history of not meeting rent obligations;**

Applicant(s)' Initials: \_\_\_\_\_



- D. Have federal debts that are in collection;**
- E. Within the last seven (7) years, have criminal convictions involving crimes of physical violence against persons or property and any other criminal activity resulting in a felony conviction, including drug-related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff, or cause damage to the property;**
- F. Have criminal conviction or murder or arson;**
- G. Have a history of disturbing neighbors or destruction of property;**
- H. Currently owes rent or other charges to any public housing authority, any other assisted housing program, or private property owners;**
- I. Have committed fraud, bribery or any other corruption in connection with any housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;**
- J. Were evicted because of drug-related criminal activity involving personal use, or possession for personal use;**
- K. Were evicted from because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, or distribute a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).;**
- L. Prior record of illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of other tenants.**
- M. Have engaged in or threatened abusive or violent behavior toward any NEIGHBORWORKS LAREDO's tenant(s), personnel, contractor, or approved worker;**
- N. criminal conviction of the illegal manufacture or distribution of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).**
- O. criminal conviction of a sex-related crime that requires registration under a State sex offender registration program.**

**With the exception of criminal convictions murder, arson, sex-related crime requiring current registration under sex offender registration program and/or illegal manufacture or distribution of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802), at applicants' request**

Applicant(s)' Initials: \_\_\_\_\_



**NEIGHBORWORKS LAREDO will consider any relevant mitigating information beyond that contained in an applicant's criminal record. Relevant individualized evidence might include: the facts or circumstances surrounding the criminal conduct; the age of the individual at the time of the conduct; evidence that the individual has maintained a good tenant history before and/or after the conviction or conduct; and evidence of rehabilitation efforts.**

**NEIGHBORWORKS LAREDO may use the following verifications for criminal history background: City of Laredo Police Department, Webb County Sheriff, Texas Department of Public Safety or any other available database to access to criminal background history. Criminal reports for eligibility and informal hearings will be discarded after review.**

**7. RENTAL HISTORY:**

Applicant's rental history must be satisfactory; a rental application will be denied should applicant's rental history reveal a history which includes, but is not limited to the following: late payment(s) to current and/or prior landlord(s) for amounts due under rental agreement or otherwise; unresolved debts to a current and/or prior landlord(s); non-compliance of any term(s) of a prior and/or current rental agreement; prior landlord(s)' report of applicant leaving a prior rental premises in unsatisfactory condition; failure to provide timely move-out notice to prior and/or current landlord(s); judicial eviction judgment; and/or currently in the process of being evicted by a housing provider for cause, either by the applicant or occupant.

**8. PET POLICY:**

No more than two (2) pets will be allowed; dogs and cats only excluding aggressive breeds as listed below in the NEIGHBORWORKS LAREDO Prohibited breeds. Maximum weight limit is sixty (60) pounds per pet. All pets must be approved by NEIGHBORWORKS LAREDO prior to move in and current vaccination records will be required. A nonrefundable pet fee of \$150.00 per pet is required. In addition to a nonrefundable pet fee of \$150.00 per pet, Pet Rent of \$25.00 per pet per month will be charged. Unauthorized pets are considered a violation of the resident's lease agreement. Lease violations will be sent immediately to the resident upon confirmation of an unauthorized pet(s). Residents are responsible for cleaning up after their pet(s). Failure to clean up pet waste is a violation of the resident's lease agreement and may result in a \$25.00 fine.

NEIGHBORWORKS LAREDO prohibited breeds as pets include, but are not limited to: Rottweiler, Pit Bull, Doberman Pinscher, Chow Chow, German Sheppard, Affenpinscher, American Bulldog, American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, Akita, Austrian Short-Haired Pinscher, Carlin Pinscher, German Pinscher, Harlequin Pinscher, Swiss Shorthaired Pinscher. At any time including during the term of any lease, NEIGHBORWORKS LAREDO retains the right to exclude any permissible pet breed that is aggressive or becomes aggressive.

**9. ASSISTANCE/SERVICE ANIMAL:**

Applicants / residents or members of the household with a disability may be permitted an assistance or service animal(s) upon completion of the NEIGHBORWORKS LAREDO reasonable accommodation process. Applicants/Residents must have a medical professional statement which verifies that the resident has a disability as defined in the Fair Housing Act and which verifies there is a disability-related need for the animal(s). Alternatively, applicants/residents may use NEIGHBORWORKS LAREDO's accommodation verification form. The Animal Addendum must be completed and vaccinations documented before the animal(s) moves in. Specific animal, breed, number, weight restrictions, pet rules, and pet deposits will not apply to households having a

Applicant(s)' Initials: \_\_\_\_\_



qualified service/assistance animal(s). A pet fee and pet rent are **not** required for assistance/service animals. Assistance/service animals may be restricted breeds and/or other types of animals, exceed weight restrictions and/or may include more animals than the standard pet policy if approved in the NEIGHBORWORKS LAREDO reasonable accommodation process. NEIGHBORWORKS LAREDO may refuse a reasonable accommodation for an assistance animal if the specific animal poses a direct threat that cannot be eliminated or reduced to an acceptable level through actions the individual takes to maintain or control the animal (e.g., keeping the animal in a secure enclosure).

**10. VIOLENCE AGAINST WOMEN ACT (VAWA): (Only Applicable in LIHTC, HOME, Section 8 Voucher and Other Program)**

The Violence Against Women Act is an act implemented to protect survivors of domestic and dating violence, stalking, and sexual assault who reside in a property funded by certain programs that include Low-Income Housing Tax Credits, or those that receive **HOME** funds or participate in Section 8 Vouchers.

“VAWA” bars eviction and termination due to a tenant’s status as a survivor, and requires landlords to maintain survivor-resident confidentiality. It also continues to prohibit an applicant/tenant who is a survivor of domestic violence from being denied assistance, tenancy, or occupancy rights based solely on criminal activity related to an act of domestic violence committed against them.

It allows for lease bifurcation so a resident or lawful occupant who engages in criminal acts of physical violence against affiliated individuals or others may be evicted or removed without evicting or removing or otherwise penalizing a victim who is a resident or lawful occupant. If a victim cannot establish eligibility once the abuser has been evicted or removed, Neighborworks Laredo will give a reasonable amount of time to find new housing or establish eligibility under another covered housing program. VAWA survivors may request a unit transfer as stipulated by VAWA. If applicable, please see HUD Forms 5380 and 5382.

**11. STUDENT STATUS: (Only Applicable in LIHTC, HOME, Section 8 Voucher and Other Program)**

A household may not consist entirely of full-time students unless verification is obtained that the household meets one of the exceptions listed below.

Student status is defined by the educational institution. Educational institutions include conventional colleges, vocational schools with a diploma or certificate program, technical schools, on-line courses that could result in a degree, high schools, middle schools and elementary schools. A Full-time Student is looked at as attending five (5) months or more out of a calendar year, and the months do not have to be consistent.

**Exceptions to the Full-Time Student Rule:**

1. All members must be married and eligible to file a joint tax return.
2. Household consists of a single parent(s) with children and parent(s) and children are not dependents on another person's tax return, with the exception of the other parent (not residing in the unit).
3. At least one member is receiving assistance under Title IV of the Social Security Act (TANF) or AFDC.
4. At least one (1) student is enrolled in a Job Training Partnership Act (JTPA) or other similar federally funded program.
5. If previously in foster care.

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### **Additional HOME program restrictions:**

If the Property participates in HOME, NEIGHBORWORKS LAREDO will verify student status for both part-time and full-time students. Part-time and Full-time student status must be defined by the educational institution. To be eligible, any adult who attends an institute of higher learning must be one (1) of the following.

1. A dependent of the household living with parent
2. Over age twenty-three (23) years old
3. A Veteran
4. Married
5. A parent with dependent child(ren)
6. A disabled individual who was receiving assistance prior to November 30, 2005
7. Be Independent from parent OR have parents who are income eligible.

### **12. REASONABLE ACCOMODATIONS:**

As established in the Fair Housing Act, persons with disabilities are entitled to have equal opportunity to use and enjoy a dwelling unit, including the public and common use areas. Reasonable Modifications and Reasonable Accommodations afford a disabled individual the opportunity to use and enjoy a dwelling unit, public and/or common use area that they would not otherwise have if the current physical conditions or policies of the property were maintained.

A **Reasonable Modification** is a change in the physical arrangement of the interior of a housing unit, common spaces or parking areas of rental housing covered by the Fair Housing Act.

A **Reasonable Accommodation** refers to procedural changes such as changes in rules or policies covered under the Fair Housing Act and Section 504.

Reasonable Accommodation and Modification requests may be made, verbally or in writing, to NEIGHBORWORKS LAREDO (preferably submitted to the CEO) at 216 Bob Bullock Loop, Laredo, Texas 78043. Verification of disability and disability-related need will be required as permitted under the Fair Housing Act. NEIGHBORWORKS LAREDO's CEO will review all requests, respond within fourteen (14) days and return a decision in the time frame required by local statute in writing to both the CEO and Applicant/Resident.

### **13. APPLICATION PROCESS:**

All adult applicants (eighteen (18) and over) must complete a separate application. An application fee must be collected for each application. Every applicant must complete the standard application agreement. The Property cannot be reserved without the following items:

1. Completed and signed application agreements
2. Completed and acknowledged Tenant Selection Criteria, Privacy Policy and Acknowledgment
3. Application fees paid

If Declined, applicants will be notified of the denial of their application in writing (via mail) within 7 seven days of the denial (without exception). The written notification will list the specific reason(s) for the denial based on the information outlined in the Resident Selection Policy. If the denial is a result of information received from a third party, the letter will contain the contact information for said third party.

**Appeal Process is for HOME** - All denied applicants have fourteen (14) days to respond in writing to our CEO at 216 Bob Bullock Loop, Laredo, Texas 78043 to request a review of their denial. The CEO will review all documentation. A written response will be sent to the applicant within seven (7) business days following the review with the final decision.

Applicant(s)' Initials: \_\_\_\_\_



**14. TRANSFER: (Only Applicable in LIHTC, HOME, Section 8 Voucher and Other Program)**

A Unit Transfer list is maintained for those residents who have been approved for transfer. Residents on the Unit Transfer List will have priority over the applicants on the Waiting List, following any transfer request for reasonable accommodation.

Residents wishing to transfer to a lower income restricted property or unit will be put on the Unit Transfer List, and receive priority over applicants on the Wait List for the next available unit of lower income designation following any approved transfer request for reasonable accommodations.

In order to transfer, the resident must have completed a one (1) year lease in their current property or unit prior to requesting a transfer within the community, and must be in good standing. Residents receiving violation notices regarding their apartment condition and/or violation of the lease and community policies may not be eligible for transfer. Rental payments must have been made within the lease terms. Resident's current apartment must be in a normal wear and tear condition to be considered for a unit transfer. Residents must pay the non-refundable transfer fee of \$300.00 prior to the transfer being granted.

Households may transfer to any property or unit in 100 percent low-income project and retain their program designation. The household does not need to be and should not be certified at the time of transfer. The move in date remains the date the household was first designated under the program. "LIHTC, HOME, Section 8 Voucher and Other Program" properties: All damages in a LIHTC, HOME, Section 8 Voucher or Other Program will have to be paid by the resident. The security deposit will be transferred from the current unit to the new unit less unpaid damages beyond normal wear and tear and any unpaid final utilities.

**Transfer for a Reasonable Accommodation:**

Residents who seek a transfer as a reasonable accommodation for a disability or VAWA will be transferred without being charged a transfer fee provided that the transfer has been approved through NEIGHBORWORKS LAREDO'S Reasonable Accommodations process. Disability-related transfers will be considered during the first-year lease. Transfers for reasonable accommodations do not include factors of view, noise, or apartment location when these factors are not related to the disability. Those seeking transfer for reasonable accommodation will take a precedence on the Unit Transfer List over income request. All other requests will occur in chronological order by the date the request was received.

**15. APPLICATION POLICIES AND APPLICATION FEES:**

A non-refundable application fee of \$32.00 is required for the Head of Household and \$24.00 for each additional member over the age of eighteen (18). Once those screening requirements are met, the applicant will be placed on the Waiting List. If an applicant's credit/criminal screening is over 120 days old when they reach the top of the waitlist and a unit is offered, credit/criminal will need to be screened again for each applicant over the age of eighteen (18). Each applicant over the age of eighteen (18) must pay an additional non-refundable application fee of \$24.00 and will be required to complete an updated application in order to determine if the credit/criminal criteria is still being met. The application fee is waived for the any individual applying as a Head of Household who is 65 years of age or a member who is a Veteran as defined by Title 38 of the Code of Federal Regulations. All persons over the age of eighteen (18) must complete a separate rental application. If an applicant is legally married, a joint application may be completed and same application fees apply. All applicants will be required to disclose proof of valid social security numbers and must sign an "Authorization for Release of Information Request." A refundable security deposit is required as follows:

Applicant(s)' Initials: \_\_\_\_\_



<u>Property Size</u>	<u>Security Deposit</u>
Studio/1 Bedroom	\$500.00
2 Bedroom	\$500.00
3 Bedroom	\$500.00
4 Bedroom	\$500.00

**16. NON-RENEWAL NOTICE PROCEDURES:**

In the event that a resident will not be invited to renew their lease, an advance written Notice of Non-Renewal or Termination will be issued to the Resident before the expiration of the Lease term or Lease renewal term. The required notice period could vary based on city/state requirements. The foregoing notice will also be followed by a Notice to Vacate.

If the Property participates in a “LIHTC, HOME, Section 8 Voucher and Other Applicable Program”, the Lease may only be not renewed or terminated for “good cause.” ”Good cause” may include, but is not limited to, non-payment of rent, failure to answer or provide accurate information during application and/or renewal processes; serious or repeated Lease violations, or breaking the law. To the extent there is a conflict in any future lease agreement and this section of the Resident Qualification Criteria, Privacy Policy and Acknowledgment, the terms of the future lease agreement control to the extent permitted by law.

**17. SET ASIDES/INCOME AND RENT LIMITS: (Only Applicable in “LIHTC, HOME, Section 8 Voucher and Other Program”)**

As of May 2020, NEIGHBORWORKS LAREDO has only three (3) bedroom properties that participate in HOME (“HOME Property”) that are subject to income and rent limits. In order to qualify for a HOME Property, Applicants’ income must be no more than 60% Median Income Limits based on the most recent HOME Program Rents published by the U.S. Department of HUD, Laredo, TX MSA. Please note that subject to availability, low to moderate income households based on the income guidelines listed below qualify for a HOME Property.

<b>Maximum Income Limit Based on Family Size @ 60% Of Area Median Income</b>								
	<u>1 Person</u>	<u>2 Persons</u>	<u>3 Persons</u>	<u>4 Persons</u>	<u>5 Persons</u>	<u>6 Person</u>	<u>7 Persons</u>	<u>8 Persons</u>
	\$24,780	\$28,320	\$31,860	\$35,340	\$38,220	\$41,020	\$43,860	\$46,680

<u>Property Size</u>	<u>Set Aside Rent Limit</u>
3 Bedroom	60% \$974.00 / Month

Failure to meet the above criteria, failure to provide requested verification of any required information and/or falsification of any information during the application process will result in denial of application. If applicant is not approved for any reason except criminal background and eviction, applicant can re-apply after 120 days has passed from date of decline.

Applicant(s)' Initials: \_\_\_\_\_



## **B. PRIVACY POLICY**

While no one can guarantee against identity theft or the misuse of personal information, protecting the information provided to the Landlord is a high priority. The following set forth the Landlord's current Privacy Policy for the personal information collected in your rental application:

**How personal information is collected.** You will be asked to furnish some of your personal information when you apply to rent from this Landlord. This information will be on the rental application form or other documentation that you provide to the Landlord or to a locator service, either on paper or electronically.

**How and when information is used.** The Landlord will use this information only for business purposes involved in leasing an apartment unit 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.** The Landlord allows only authorized persons to have access to your personal information, and the Landlord keeps documents and electronic records containing this information in secure areas and systems.

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

Please note that if you found this Landlord through a locator service, please be aware that locator services are independent contractors and are not this Landlord's employees or agents. You should require any locator service you use to furnish its own privacy policies.

## **C. ACKNOWLEDGMENT**

By executing this Acknowledgment, you expressly acknowledge the following:

ANY MISREPRESENTATIONS, OMISSIONS, ERRORS, AND/OR FALSIFICATIONS MADE IN A SINGLE RENTAL APPLICATION MAY RESULT IN: (1) THE LANDLORD'S DENIAL OF YOUR RENTAL APPLICATION AND THE LANDLORD MAY RETAIN ALL RENTAL APPLICATION FEES AS LIQUIDATED DAMAGES FOR THE TIME AND EXPENSE INCURRED; OR (2) THE SUBSEQUENT TERMINATION OF YOUR RIGHT TO OCCUPY THE PROPERTY INCLUDING BEING SUBJECT TO JUDICIAL EVICTION.

NOTHING CONTAINED IN THESE RESIDENT QUALIFICATION CRITERIA SHALL CONSTITUTE REPRESENTATION THAT ALL RESIDENTS AND OCCUPANTS CURRENTLY RESIDING AT THIS PROPERTY HAVE MET OR CURRENTLY MEET THESE RESIDENT QUALIFICATION CRITERIA.

**RENTAL RATES AND LEASE TERMS.** The original written rental rate quote provided by Landlord personnel will be honored for two (2) business days. The rental rate quote is associated with the Landlord's availability at the time of your quote, move in date, and lease term requested. Any revisions or changes to the time of the quote,

Applicant(s)' Initials: \_\_\_\_\_



your move-in date, or lease term, may require a revised quote which may result in a different monthly rental rate.

**ATTORNEYS' FEES.** The Landlord may recover from applicant its attorneys' fees in connection with enforcing or defending any demand, claim, and/or lawsuit relating to these Resident Qualification Criteria Guidelines, Privacy Policy and Acknowledgment.

**ACKNOWLEDGMENT OF RECEIPT OF RESIDENT QUALIFICATION CRITERIA.**

SIGNING THIS ACKNOWLEDGMENT INDICATES THAT YOU HAVE HAD THE OPPORTUNITY TO REVIEW THE LANDLORD'S RESIDENT QUALIFICATION CRITERIA [HEREIN ABOVE]. THE RESIDENT QUALIFICATION CRITERIA MAY INCLUDE FACTORS SUCH AS CRIMINAL HISTORY, CREDIT HISTORY, CURRENT INCOME, AND RENTAL HISTORY. IF YOU AND/OR ANY MEMBER OF THE PROPOSED HOUSEHOLD DO NOT MEET THE RESIDENT QUALIFICATION CRITERIA, OR IF YOU AND/OR ANY MEMBER OF THE PROPOSED HOUSEHOLD PROVIDE INACCURATE OR INCOMPLETE INFORMATION, YOUR APPLICATION MAY BE REJECTED AND YOUR APPLICATION FEE WILL NOT BE REFUNDED.

**ACKNOWLEDGMENT OF RECEIPT OF PRIVACY POLICY.** SIGNING THIS ACKNOWLEDGMENT INDICATES THAT YOU HAVE HAD THE OPPORTUNITY TO REVIEW THE LANDLORD'S PRIVACY POLICY [HEREIN ABOVE].

\_\_\_\_\_  
*Applicant's Signature*

\_\_\_\_\_  
*Applicant's Printed Name*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Applicant's Signature*

\_\_\_\_\_  
*Applicant's Printed Name*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Applicant's Signature*

\_\_\_\_\_  
*Applicant's Printed Name*

\_\_\_\_\_  
*Date*

*This Landlord is an equal opportunity housing provider for all eligible applicants; this Landlord does not discriminate on the basis of race, color, religion, sex, disability, familial status, and national origin, or any other basis protected by State or Federal law.*

Applicant(s)' Initials: \_\_\_\_\_

