



## STATEMENT OF RENTAL POLICY

We are glad you are interested in our rental property. For your convenience, we have prepared this overview of our guidelines used in processing all rental applications. Please feel free to ask any questions.

**We are an equal opportunity housing provider:** It is our policy to rent our units in full compliance with the Fair Housing Act and all state and local fair-housing laws. We do not discriminate against any person because of race, color, ethnic background, religion, sex, age, marital or family status, physical disability or sexual orientation.

**Rental unit availability:** Rental units only become available when they are completely ready to rent. Rental unit availability can change as units become available or are removed from the rental market based on rentals, cancellations or maintenance issues.

**Valid photo identification and written authorization:** You must be able to present current photo identification such as a driver's license, military or state identification card or passport so that we can verify your identity. If your rental application is approved, we will require a photocopy of your identification at the time of your application to be kept in your tenant file. You must authorize us to verify all information provided in your rental application from credit sources, credit agencies, current and prior landlords and employers, and personal references, and allow us to run a criminal background check.

**Non US or US Citizens without a SSN or ITIN:** Applicant must provide a valid Passport and must include **at least one (1)** appropriate U.S. Citizenship and Immigration Services (USCIS) document, as specified below.

U.S. Citizenship and Immigration Services (USCIS) documents (must be a valid unexpired document) as follows:

Certificate of Naturalization, Certificate of Citizenship, I-551 Stamp contained in valid foreign passport, I-94 card contained in valid foreign passport, Alien Registration Receipt card (Resident Alien Card), Temporary Resident card, Employment Authorization card, Refugee Travel document, Foreign students with an F1 Visa status must show USCIS document I-20 and verification of current enrollment in a US school.

Applicant must pay two (2) months additional deposit equivalent to two (2) month "market" rent.

**Use of Premises:** The Premises shall be used and occupied by Tenant exclusively as a private single family dwelling or unit, and neither the Premises nor any part thereof shall be used at any time during the term of this Lease Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling or unit.

**Occupancy guidelines:** In compliance with all applicable fair-housing laws we have established restrictions on the total number of persons that may occupy a given rental unit. Our guidelines allow a maximum occupancy of two persons per bedroom plus one additional person per rental unit, subject to Federal, State and Local laws. These guidelines are to prevent overcrowding and are in keeping with the limitations of the rental unit and its building systems. Occupancy will be limited to the persons indicated on the original rental application and lease only unless otherwise agreed in writing. Any proposed additional tenants must complete a rental application and be processed and approved through this same tenant-screening process prior to occupying the rental unit.

**General Applicant Requirement:** All applicants must be at least 18 years of age or older or have proof of emancipation. A rental application must be completed by each adult applicant.

**Animals:** Animals are prohibited without the written consent of management. Consent may be given based on the type, size, weight, and number of animals and may require additional security deposits per animal and may result in additional rental payments. Management has the right to withhold consent for any reason at any time. A maximum of two (2) animals are allowed per home and each applicant must provide a photograph of each animal. Only small to medium sized, non-violent, common domesticated animals will be allowed on any property that permits animals.

Farm animals, snakes, other reptiles, exotic animals, and any large or aggressive animal will not be approved. Rottweillers, American Staffordshire Terriers (pit bulls), American Pit Bull Terriers, Dobermans, German Shepherds, Chows, Huskies, Alaskan Malamutes, Great Danes, St. Bernards, Mastiffs, Cane Corsos and mixed breeds of any of the above mentioned will not be approved. If an animal is approved, an additional \$25 per month per animal rental fee (maximum of \$50 per month) will be required and additional security deposit of \$200 per animal is also required. It is the policy of Bayview to waive animal restrictions in a case where an animal is necessary to accommodate a person with a disability. Tenant will maintain renter's insurance at all times while the animal occupies the Premises. Tenant's renter's insurance must provide liability coverage, without exclusion of liability for the Pet, must name Landlord/Landlord's Agent as an additional insured, and must provide for coverage limits not less than \$300,000 per occurrence and \$300,000 in the aggregate and a deductible not more than \$500. On or before Landlord/Landlord's Agent's execution of this Addendum, Tenant must provide to Landlord/Landlord's Agent a certificate of Tenant's renter's insurance showing coverage limits and deductible amount satisfactory to Landlord/Landlord's Agent and providing for notice to Landlord/Landlord's Agent at least 30 days prior to cancellation or non-renewal. Tenant must deliver a satisfactory replacement certificate of insurance to Landlord/Landlord's Agent at least 30 days prior to expiration of the insurance coverage previously in effect.

**Smoking:** No smoking is permitted on the Premises without the written consent of Landlord/Landlords Agent. Consent may be given and may require additional security deposits and may result in additional rental payments. If the odor of smoke, or damage from smoke is evident, the tenant will be charged for clean up out of their security deposit. Landlord/Landlord's Agent has the right to withhold consent for any reason at any time.

**Waterbeds/Flotation Bedding Devices/Water Filled Furniture (collectively, "Water Filled Furniture")**

No Water Filled Furniture is permitted on the Premises without the written consent of Landlord/Landlord's Agent. Consent may be given and may require additional security deposits and may result in additional rental payments. The Tenant will be responsible for ANY damage caused by a Water Filled Furniture. Tenant will have a current Water Filled Furniture insurance policy in effect during possession of Water Filled. Landlord/Landlords Agent has the right to withhold consent for any reason at any time.

**Application process:** All rental applications are evaluated in the same manner and each applicant must voluntarily provide his or her social security number for us to obtain a tenant screening report. Every adult applicant must complete a separate rental application form and pay the non-refundable application fee in advance. A \$50 non-refundable application fee per applicant is required to complete a rental application. Any false or incomplete information will result in the denial of your application and if discovered after you are approved and have moved in, we reserve the right to terminate your tenancy. We will verify the information provided on each rental application through our own screening efforts and/or with the assistance of an independent tenant-screening firm. A tenant screening report which may include criminal history, and employment and rental references for each and every applicant in a given rental unit will determine whether our rental criteria has been met.

**Employment and Income:** Applicant must have verifiable employment. Income requirements vary. The total combined monthly gross income of three times the monthly rental rate of all rental applicants in a given rental unit may be required. Co-signors may be accepted only if income requirements are not sufficient. Any co-signer must meet the requirements described in this Section. Full-time students are welcome if the total income of all applicants combined is sufficient or with a lease guarantor. You must provide proof of a source of income if you are unemployed. Remember: All adult tenants are jointly and severally liable, which means that each one can be held responsible for the payment of all funds due regardless of ability to pay.

**Credit history:** Credit will be judged on a scoring system by our tenant screening company CoreLogic SafeRent. You must be able to demonstrate fiscal responsibility. If you have any charge-offs, unpaid debts, or a pattern of delinquent payments, your application may be denied. The scoring scale is subject to change at any time. In the event the score is not acceptable for full approval, your application may be conditionally approved with an additional deposit and / or additional documentation. Any errors or discrepancies in your score or report relied upon by the Landlord/Landlords Agent in determining your creditworthiness is the exclusive and sole responsibility of the reporting agency or agencies. We are not responsible for any errors or discrepancies in your score or report. We reserve the right to deny any rental application based on score alone. It is your responsibility, and not that of the Landlord or Landlords Agent, to report and pursue any error or discrepancy in your credit score or report.

**Criminal history:** A criminal background check will be run on all Applicants. An applicant may be automatically denied in the event the applicant(s) have ever been convicted of a felony or misdemeanor for a crime against a person, another person's property or against society. The applicant(s) may also be declined if they have received adjudication withheld or has been charged with a felony or misdemeanor offense(s) within the past seven (7) years

for a crime against a person, another person's property or against society. An automatic denial will also occur should an applicant appear on the list of known terrorists and wanted fugitives as provided by the Office of Foreign Asset Control (OFAC), federal agencies to include the FBI or other state and local law enforcement agencies.

The applicant agrees that the lease shall be terminated in the event the applicant, after moving onto the property, is convicted of a felony or misdemeanor for a crime against a person, another person's property or against society, and/or appears on the list of known terrorists and wanted fugitives.

Note: This requirement does not constitute a guarantee or representation that residents or occupants residing at this apartment community have not been convicted of a felony or are not subject to deferred adjudication for a felony.

**Guarantors:** If you do not meet one or more of the above criteria, you may be able to qualify for a rental unit if you have a third party located within the state that will guarantee your lease. The guarantor must pass this same application and screening process except that we will deduct the guarantors own housing costs before comparing his or her income to our income criteria.

**To Move In:** We collect at least one full month's rent at time of move-in, regardless of the actual date of occupancy. If the lease commencement date is on or before the 14<sup>th</sup> of the month any pro-rated rent calculated will be due for the second month of the lease term. We collect a full month's rent payment plus the prorated amount of the month if the lease commencement date is on or after the 15<sup>th</sup> of the month. The required security deposit is generally an amount equal to one month's rent and is payable in the form of certified check, cashier's check, or money orders. [NO PERSONAL CHECKS OR CASH WILL BE ACCEPTED FOR THE SECURITY DEPOSIT!] The security deposit may be increased under certain circumstances such as animal ownership, marginal creditworthiness or limited resident history.

**HOA:** The applicant agrees that in the event that they are applying to rent a property with an HOA that additional screening/approval from the HOA may be required and the applicant will obtain approval prior to entering into a lease with the Landlord and/or Landlords Agent. The applicant understands that the HOA may require an additional security deposit which the applicant will be responsible to pay.

**Notification:** Applicants will be informed of the status of their application. If the applicant is rejected, the applicant will be given an adverse action letter with information to contact CoreLogic SafeRent to request copies of the information used to determine eligibility for occupancy. Management cannot be held responsible for inaccuracies contained in any information obtained, and is not allowed to provide details to the applicant regarding said information.

**No Warranty or Representations Made:** Landlord and/or Landlords Agent make no warranty or representation that any application will be accepted and expressly retains the right to refuse any application, subject to the provisions of the Fair Housing Act. Landlord and/or Landlords Agent shall not be liable for any damages, monetary or otherwise, that may be incurred by any applicant based on Landlord and/or Landlords Agent decision to accept or deny any application. I have read and understand the rental policies of this community prior to completing my rental application.

_____	_____
Applicant	Signature Date
_____	_____
Applicant	Signature Date
_____	_____
Applicant	Signature Date

Rev. Date: 2-23-2015

