

Sierra Pines Apartments
Rental Application | Approval Criteria
LBK Management Services, Inc.
Revised and Effective September 01, 2016

Welcome to our community, thank you for considering a LBK managed apartment community. Before you apply to rent an apartment, please take time to review our rental application and approval criteria. The following information is offered so that all applicants will have available to them a detailed statement of the rental qualifying policies.

We will not discriminate against any person in the rental of an apartment because of race, color, religion, national origin, sex, age, familial status, sexual orientation or mental or physical handicap.

The term "applicant(s)" under these criteria means the person(s) that will be signing the Lease as a "resident"; the term "occupant(s)" in these criteria means the person 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 current occupants currently living here have met these requirements. There may be residents and occupants that have resided on the premises 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 credit reporting services used.

Confidentiality:

We maintain a strict policy of confidentiality and privacy for our applicants and residents. We do not discuss information on applications with anyone other than the applicant. In addition, we do not discuss individual credit reports with an applicant. If an applicant is rejected for poor credit history, upon request, the applicant will be given the name, address and telephone number of the credit reporting agency that provided the credit report. An applicant rejected for unsatisfactory credit is encouraged to obtain a copy of the credit report from the credit reporting agency, correct any erroneous information that may be on the report, and resubmit an application to this community.

Application for Residency:

An Application for residency must be completed and maintained for each adult applicant. Each applicant must complete the rental application fully and accurately. Falsification of information will result in denial of residency.

Application Fee:

Each applicant must pay a non-refundable application fee. Because there are no exceptions, it is important that you review this information carefully before submitting an application, making certain that, to the best of your knowledge you meet the rental application approval criteria stated.

Occupants:

Occupancy will be limited to no more than two (2) persons per bedroom plus one (1) additional person, no more than two (2) persons in a studio apartment, three (3) persons in a one-bedroom apartment, five (5) persons in a two-bedroom apartment or seven (7) persons in a three-bedroom apartment. All adult occupants will be considered as responsible residents under the Lease Agreement and will be asked to sign the Lease as a resident.

Identification:

All visitors must present a valid driver's license or other photo identification in order to view the community. Other acceptable forms of identification are: Valid state issued ID card, valid Military ID card or a valid Passport. In addition, each applicant must provide one of the following forms of identification in order for the verification process to begin: United States government issued Social Security number, ITIN number, student visa, (I-20), current work visa, (I-94) or temporary resident alien card verifying approved entry by the United States government, (I-94W).

Income/Employment:

Applicants must have a gross income source that can be verified and is at least three (3) times the monthly rent of the apartment being leased. For individuals qualifying for "Bond" units, applicants must have a verifiable gross income source of at least two and a half (2.5) times the monthly rent. Acceptable income verification required may include the applicant's last four paycheck stubs, an employment verification on company letterhead signed by a direct supervisor, payroll of human resources department representative. In the event of a job change, the previous employment will be verified and the applicant must provide a copy of an employment contract or written offer letter from the new employer. Self-employed applicants will be required to provide either the previous year's tax return or bank statements for the last six (6) months. Proof of retirement benefits, disability income or full time student status is required. For properties that participate in government sponsored programs, income qualifications for applicants will be based upon the portion of rent they will be paying. Where applicable, applicant(s) must also qualify as defined by the current bond restrictions as set forth in the Regulatory Agreement.

Credit History:

An unsatisfactory credit report can disqualify an applicant from renting an apartment home at this community. An unsatisfactory credit report is one which reflects past or current bad debts, late payments or unpaid bills, liens, judgments or bankruptcies.

Residence History:

Up to 3 (three) years of rental history may be verified on present and previous residence. A positive record of prompt monthly payment, sufficient notice, with no damages is expected. For applicants who are homeowners, permission must be granted to verify payment history with the bank or lending institution.

Criminal History:

Applicants must have an acceptable criminal background check. With the state and Federal fair housing guarantees in mind, for all residents and staff, acceptable means it does not reveal:

- Any household member who is subject to a state sex offender lifetime registration requirement. Any household member who has any conviction or adjudication (other than an acquittal) of a sex offense, including but not limited to forcible rape, child molestation, lewd and lascivious conduct with a minor, and aggravated sexual battery.
- Any household member who has any conviction or adjudication (other than acquittal) of a felony that resulted in bodily harm or intentional damage or destruction of property. Applicants will not be considered until at least ten years from their date of release. Misdemeanor convictions will not be considered until at least five years from the date of release.
- Any household member who has any conviction or adjudication (other than acquittal) of a felony for the illegal manufacture or distribution of a controlled substance. Applicants will not be considered until at least seven years from their date of release. Misdemeanor convictions will not be considered until at least five years from the date of release.
- Any household member who has any conviction or adjudication (other than acquittal) of a felony and/or a misdemeanor for other categories of crimes not noted herein will be considered on a case-by-case basis. Arrest records are not considered. In the case of multiple convictions, the years noted herein for each conviction and/or adjudication are added and do not run consecutively.

All applicants should be advised that the use of criminal background information is to promote the safety of existing residents, property employees and to protect residents', employees' and the owner's personal property located on the Property. Reliance on criminal background information is weighted on the type of offense committed. For example, convictions for violent offenses against people or property or sex offenses are considered most serious and therefore have a longer look-back period. Applicants who have been denied housing because of a prior criminal conviction in accordance with the stated policies will be provided an opportunity to explain any mitigating circumstances, such as the facts surrounding the conviction, or their age at the time, and may provide evidence of rehabilitation. Applicants who do so will be reconsidered, but there is no guarantee of admittance. Each applicant will be considered on a case-by-case basis. Disabled applicants may make a reasonable accommodation request.

Lease Guarantors and Co-signers:

Note that this company does not permit co-signers. A Lease Guarantor and/or Additional Security Deposit may be required upon evaluation of rental application(s). Lease guarantors may be accepted only for income qualification purposes, discharged Bankruptcy and/or Foreclosures in lieu of the additional deposit. Guarantor must reside in the USA and qualify based not only on the proposed rent amount for the applicant's apartment, but the combination of the proposed rent plus their own housing obligation.

Animal Acceptancy Policy:

Pets suitable for apartment living are allowed on the premises only after a pet lease has been signed and a pet fee paid with a maximum of two pets per apartment. A fee is required for each pet. Please use assigned areas designated as pet walk areas and dispose of pet waste properly. Pets must be kept on a leash at all times when not in the apartment. All pets allowed on property at any time must meet the Breed Restriction list. Animals must be approved by management and must comply with the requirements of residential policies. Per the residential lease agreement, residents are responsible for their pets and no pets of any kind shall be permitted on the premises without written consent of management. BK Multifamily Services, LLC Services, Inc. reserves the right to amend existing policies as deemed necessary by giving reasonable notice. Notwithstanding any other provision herein, disabled individuals are permitted to own and utilize service animals. Furthermore, nothing herein shall hinder full access to the apartments and the common areas by individuals with disabilities.

The following list of dog breeds and any mix of are commonly considered aggressive and will not be allowed on the premises:

Alaskan Malamute, American Bulldog, American Pit-bull, American White Shepard, Akita, Bandag, Argentine, Dogo, Belgian Groenendae, Belgian Laekenois, Belgian Malinois, Belgian Tervuern, Bull boxer, Belgian Shepard, Boerbel, Boxer, Catahoula, Cane Corso, Chow Chow, Dago Argentina, Dalmatian, Doberman Pinscher, Fila, Brasileiro, German Shepherd, Huskie, Japanese Josa, Mastiff, Neapolitan Mastiff, Pit Bull or Pitt Bull Terrier, Presa, Canarie, Rottweiler, Siberian Huskie, Staffordshire Terrier, Wolf Dog or Wolf Dog Hybrid.

- Resident must abide by rules and regulations set forth in the Animal Addendum
- We will accept cats, dogs, caged birds, and aquarium pets to include fish and turtles only. **No** snakes, alligators, wolves, or other wild, exotic, endangered or poisonous animals and reptiles will be allowed
- Fish tanks cannot exceed 40 gallons
- Pets shall not be kept, bred, or used for any commercial purpose. All animals should be spayed or neutered by six months of age unless the procedure is deemed medically unsafe by a veterinarian

- Pets must be confined to the pet owner’s unit or acceptable designated areas and must not be allowed to roam free or be tethered. Pets must not be left unattended on patios or balconies. Pets in transit are to be carried, restrained by a leash, or placed in an animal carrier
- Persons who walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet droppings. Cat litter may not be disposed of in toilets.
- Pet caregivers are responsible for any damage caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of the pet owner.
- No pet shall be allowed to become a nuisance or create any unreasonable disturbance.
- Feeding and caring for stray cat colonies is not acceptable. Stray or injured cats shall be trapped and care provided as necessary. Where no caretaker is available, stray or injured animals shall be reported to the local animal control authority for rescue.

Pet owner and/or caregiver shall indemnify the property, management and ownership and hold harmless against loss or liability of any kind arising from their pet(s).

Renters Insurance Requirements:

To fulfill your lease obligation all new and renewing residents are **required** to provide evidence of liability or property damage insurance at a minimum limit of \$100,000. You may choose the insurance company and policy limits that are most appropriate for your situation, providing the minimum coverage level is satisfied. If you arrange your own policy simply provide proof of this coverage, with the name of the apartment community listed as an "additional interest" or "interested party". Please note that the community's insurance does not cover a resident's possessions if they are damaged or stolen. You are responsible for damage or loss of personal property from theft, liability, neglect, vandalism, fire, and water damage. Additionally, to obtain coverage for your possessions we strongly recommend you purchase a policy that includes "contents" insurance.

As you make your renter’s insurance decision, please keep in mind the following:

- Proof of a \$100,000 minimum liability or property damage insurance policy is required for the term of your lease. This important renter’s insurance coverage typically costs well under a dollar per day. This policy must provide coverage for damage or loss of personal property from theft, liability, neglect, vandalism, fire, and water damage.
- Our Apartment Community requests to be named as "Interested Party" or "Additional Interest" on your policy.
- You are free to select any insurance provider as long as the minimum liability coverage requirements are met.

Please note that LBK Management Services, Inc. and our associates are not licensed to answer insurance questions or advise on insurance matters, but can help you through this process.

Evaluation:

Company evaluates the above information with a scoring method that weighs the indicators of future rent payment performance. For further explanation of this type of method, please refer to “Credit Scoring and your Application to Rent an Apartment”.

Validity Period:

Approved applications remain in good standing for a period of ninety (90) days from the approval date. If the lease is not signed and/or the applicant fails to occupy an apartment within the viable time period, the application must be re-submitted for verification and approval AND a new application fee must be paid.

Acknowledgement:

Signing this acknowledgement indicates that you have had the opportunity to review the landlord’s tenant selection criteria. The tenant selection criteria may include factors such as criminal 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.

Signature of Applicant Date

Signature of Applicant Date



APPLICATION FOR RESIDENTS AND OCCUPANTS

(Each co-applicant and each occupant 18 years old and over must submit a separate application.)



Date when filled out: _____

APPLICANT INFORMATION

Full Name (Exactly as it appears on Driver's License or Govt. ID card)

List any previous names or aliases you have used within the last 7 years.

Birthdate Social Security # Driver's License # State

Government Photo ID card # Type

Home Phone Number Cell Phone Number Work Phone Number

Email Address

I am applying for the dwelling 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

Co-applicant Name Email

OTHER OCCUPANTS

Full Name

Date of Birth Social Security # Driver's License # State

Government Photo ID card # Type

Full Name

Date of Birth Social Security # Driver's License # State

Government Photo ID card # Type

Full Name

Date of Birth Social Security # Driver's License # State

Government Photo ID card # Type

OTHER OCCUPANTS (CONTINUED)

Full Name			
Date of Birth	Social Security #	Driver's License #	State
Government Photo ID card #		Type	
Full Name			
Date of Birth	Social Security #	Driver's License #	State
Government Photo ID card #		Type	
Full Name			
Date of Birth	Social Security #	Driver's License #	State
Government Photo ID card #		Type	

RESIDENCY INFORMATION

Current Home Address <i>(where you live now)</i>			
City	State	Zip Code	Do you <input type="checkbox"/> rent or <input type="checkbox"/> own?
Dates:		\$	
From	To	Monthly Payment	
Dwelling Name			
Landlord/Lender Name		Phone	
Reason for Leaving			
<i>(The following is only applicable if at current address for less than 6 months.)</i>			
Previous Home Address			
City	State	Zip Code	Do you <input type="checkbox"/> rent or <input type="checkbox"/> own?
Dates:		\$	
From	To	Monthly Payment	
Dwelling Name			
Landlord/Lender Name		Phone	
Reason for Leaving			

EMPLOYMENT INFORMATION

Present Employer _____ Address _____

City _____ State _____ Zip Code _____ Work Phone _____

Dates: _____
 From _____ To _____ \$ _____
 Gross Monthly Income

Position _____

Supervisor Name _____ Phone _____

(The following is only applicable if at current employer for less than 6 months.)

Previous Employer _____ Address _____

City _____ State _____ Zip Code _____ Work Phone _____

Dates: _____
 From _____ To _____ \$ _____
 Gross Monthly Income

Position _____

Supervisor Name _____ Phone _____

OTHER FINANCIAL RESOURCES OR INCOME

(List any other income from self-employment, retirement, investments, social security, savings, welfare, alimony, child support or any other potential financial information you want to be considered:)

_____	_____	\$ _____
Type	Source	Gross Monthly Amount
_____	_____	\$ _____
Type	Source	Gross Monthly Amount

CREDIT HISTORY (if applicable)

Have you ever owned a home? Yes No If applicable, please explain any past credit problem:

RENTAL/CRIMINAL HISTORY

(You represent the answer is "no" to any item that is not checked.)

Have you or any occupant listed in this Application ever:

- been evicted or asked to move out?
- broken a rental agreement?
- declared bankruptcy?
- been sued for rent?
- been sued for property damage?
- been convicted of a felony?

Please indicate the year, location and type of each felony of which you were convicted. We may need to discuss more facts before making a decision.

REFERRAL INFORMATION

How did you find us?

- Online search. Website address: _____
- Referral from a person. Name: _____
- Social Media. Which one? _____
- Other _____

EMERGENCY CONTACT

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

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

If you die or are seriously ill, missing, or in jail or penitentiary 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 send for an ambulance at your expense. We're not legally obligated to do so.

VEHICLE INFORMATION (if applicable)

List all vehicles to be parked 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 _____

PET INFORMATION (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.

Name _____	Type _____	Breed _____
Gender _____	Weight _____	Color _____
Age _____	Assistance Animal Status: <input type="checkbox"/> yes <input type="checkbox"/> no	
Name _____	Type _____	Breed _____
Gender _____	Weight _____	Color _____
Age _____	Assistance Animal Status: <input type="checkbox"/> yes <input type="checkbox"/> no	

APPLICATION AGREEMENT

The following Application Agreement will be signed by you and all co-applicants prior to signing a Lease Contract. 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 Contract. In order to continue with this application, you'll need to review the Application Agreement carefully and acknowledge that you accept its terms.

- 1. Lease Contract Information.** The Lease Contract contemplated by the parties will be the current Lease Contract. Special information and conditions must be explicitly noted on the Lease Contract.
- 2. Approval When Lease Contract Is Signed in Advance.** If you and all co-applicants have already signed the Lease Contract 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 Contract, and then credit the application deposit of all applicants toward the required security deposit.
- 3. Approval When Lease Contract Isn't Yet Signed.** If you and all co-applicants have not signed the Lease Contract 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 Contract when you and all co-applicants have signed, and then credit the application deposit of all applicants toward the required security deposit.
- 4. If you Fail to Sign Lease Contract After Approval.** Unless we authorize otherwise in writing, you and all co-applicants must sign the Lease Contract within 3 days after we give you our approval in person or by telephone or within 5 days after we mail you our approval. You will be obligated to pay to us a charge of 1/30th of the monthly rental value of the premises from the time the unit was withheld from the market if you fail to sign the Lease Contract after its approval. The amount will begin to be charged on the date this agreement is signed, and will end on the date we put the unit back on the market the date a replacement tenant begins paying rent for the premises reserved for you. We will keep this amount from the application deposit to satisfy this amount.
- 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, we'll be entitled to retain all or a portion of the application deposits as liquidated damages, and the parties will then have no further obligation to each other.*
- 6. Approval/Non-Approval.** We will notify you whether you've been approved within 10 days after the date we receive a completed Application. Your Application will be considered "disapproved" if we fail to notify you of your approval within 10 days after we have received a completed Application. 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 10-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 21 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 signing, approving, or refunding under paragraphs 4, 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 Contract and other rental documents; and (2) all applicable rents and security deposits have been paid in full.
- 10. Application Submission.** Submission of a rental application does not guarantee approval or acceptance. It does not bind us to accept the applicant or to sign a Lease Contract.

DISCLOSURES

- 1. Application Screening Fee (Non-Refundable).** You agree to pay to our representative the non-refundable application screening fee in the amount indicated in paragraph 3. ***Payment of the application screening fee does not guarantee that your application will be accepted.*** The application screening fee partially defrays the cost of administrative paperwork. ***It is non-refundable.***
- 2. Application Deposit (may or may not be refundable).** In addition to any application screening fee(s), you agree to pay to our representative an application deposit in the amount indicated below. *The application deposit is not a security deposit.* The application deposit will be credited toward the required security deposit when the Lease Contract has been signed by all parties; OR, it will be refunded under paragraph 7 of the Application Agreement if your application is not approved; OR, all or a portion of it will be retained by us as liquidated damages if you fail to sign or attempt to withdraw under paragraphs 4 or 5 of the Application Agreement. The amount of the application deposit is \$ 100.00.

DISCLOSURES (CONTINUED)

3. Application Screening Fees. The itemized amount of your nonrefundable application screening fee is as follows:

- 1. Cost of credit report, eviction search, and/or other screening reports \$ 14.50
- 2. Cost to process information (including staff time/labor) \$ 30.50
- 3. Total Application Screening Fee Charged (*Item 1 + Item 2*) \$ 45.00

The total amount of payment used by us to screen your credit history and other background information cannot be more than \$49.12, which may be adjusted annually in accordance with the CPI as of January 1, 1998. You will receive a copy of your completed application upon submission. This copy will serve as a receipt for your non-refundable application screening fee.

4. Fees Due. Your Rental Application will not be processed until we receive your completed Rental Application (and the completed Rental Application of all co-applicants, if applicable) and the following fees:

- 1. Application screening fee (non-refundable total from paragraph 3): \$ 45.00
- 2. Application deposit (may or may not be refundable): \$ 100.00

5. Completed Application. Your Rental Application for Residents and Occupants will not be considered "completed" and will not be processed until we receive the following documentation and fees:

- 1. Your completed Rental Application;
- 2. Completed Rental Applications for each co-applicant and guarantor (if applicable);
- 3. Application screening fees for all applicants;
- 4. Application deposit for the Unit.

6. 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-applicant is considered notice from all co-applicants.

AUTHORIZATION AND ACKNOWLEDGMENT

AUTHORIZATION

I authorize _____

(name of owner/complex) to obtain reports from consumer record reporting agencies before, during, and after tenancy 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 income history and other information reported by employer(s) to any state employment security agency. Work history information may be used only for this Rental Application. Authority to obtain work history information expires 365 days from the date of this Application.

Payment Authorization

I authorize _____

(name of owner/agent) to collect payment of the application screening 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:

- (i) Applicant shall pay to us the NSF Charge; and
- (ii) 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. You authorize us to verify the same through any means. If you fail to answer any question(s) or give false information, we may reject the application, retain all application screening fees and all or a portion of the application deposit 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 Contract, the prevailing party may recover all attorney's fees and litigation costs from the losing party. 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 Contract, the rules, and financial obligations.

Applicant's Signature

Date

FOR OFFICE USE ONLY

Apt. name or dwelling address (street, city)

Unit # or type

Person accepting application

Phone

Person processing application

Phone

Applicant or Co-applicant was notified by telephone letter email, or in person of acceptance or non-acceptance on _____.

(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.)

Name of person(s) who were notified (at least one applicant must be notified if multiple applicants):

Name(s)

Name of owner's representative who notified above person(s)

ADDITIONAL COMMENTS

