



Application and Notification

- An application must be completed for each occupant 18 years of age or older, and any occupants under the age of 18 and deemed an adult under applicable law.
- A \$50.00 non-refundable application fee must be paid by each Applicant before an application will be processed.
- All Applicants are required to present a valid government-issued identification. Except as otherwise prohibited by applicable law, non-U.S. citizen Applicants may be required to present additional documentation evidencing Applicant's right to live in the United States through the end of the lease term.
- Income verification is required to be given within 72 hours of an application being submitted. Failure to submit income verification within 72 hours will result in an application being denied, and all money paid will not be refunded.
- An application does not constitute a lease agreement or offer to lease. No lease shall exist unless and until Landlord and Applicant execute a lease agreement and Applicant pays all required funds.
- Falsification of any information on an application may result in Applicant's automatic denial. If an Applicant is denied for falsifying paperwork, Landlord may retain all deposits and fees paid.
- The first Applicant to complete and submit the Application and all Application fees, pass the verification process, and pay all required deposits will be accepted.
- Notifications of acceptance or denial will be made by email to the email address provided on your Application. Denials will include information regarding the credit and background check provider. Equal Housing
- Once approved a holding fee will be required equal to the amount of the required security deposit. This holding fee will be considered a deposit when a lease is signed, and you officially take possession of the apartment. All holding fees are **non-refundable** once received. All holding fees are also **non-refundable** in the event the application is declined, you fail to provide sufficient documents required for approval, or a cancellation on behalf of the applicant occurs.
- Landlord and Landlord's agents are committed to providing equal housing opportunities to all Applicants regardless of race, color, religion, national origin, sex, handicap, family status, or other protected class status under applicable law.



RESIDENT QUALIFICATION CRITERIA

1) Occupancy Guidelines

- No more than two persons per bedroom plus an infant under 1 year of age may occupy the apartment; this is deemed reasonable by federal and state law. Any count over this may result in an unauthorized occupancy situation and subject to termination of lease.

2) Age

- Applicants must be 18 years of age or older, unless deemed an adult under applicable law.

3) Credit

- A National Tenant Network credit report or substantially similar report will be completed on all Applicants to verify creditworthiness.

If you have a credit hold on your credit report, you will need to remove the hold. You will be able to reactive the hold after the credit verification has been processed.

- Open bankruptcies will result in an automatic denial of your application.
- Some credit results may require further verification.

4. Income:

- The combined household income must be a minimum of (3.0) times the monthly rent.
- If a household has more than three (3) Applicants, Landlord will use only the two (2) highest incomes in calculating the combined household income.
- Employed applicants will be asked to produce pay stubs for the past four (4), consecutive weeks.
- Additional legal sources of verifiable income may be accepted. Examples include social security, disability, retirement, bank statements, and any other legal, verifiable income. Applicants must provide three (3) consecutive months of bank statements if an additional source of income cannot be confirmed from its source.
- Minimum 6 months employment history.
- Applicants starting a new job may be required to provide an Offer Letter on employer letterhead confirming start date and compensation terms.
- In instances where sufficient income requirements cannot be met, Landlord may elect to accept pre-paid rent or a Guarantor.
- Some income results may require further verification.

5. Guarantor

- A Guarantor must submit an application and pay a non-refundable application fee, if applicable.
- Landlord allows only one Guarantor per household.

A Guarantor is subject to the same qualification requirements as an Applicant but must have an income of four (4) times the monthly rent.

- A Guarantor will be required to sign a Lease Contract Guaranty Form on or before the move in date.



6. Rental History

• Previous rental history will be reviewed, and no negative rental history will be accepted. Negative rental history is determined by: Failure to pay rent timely and/or evictions filed within the three years, damages in amounts exceeding \$1,000, repeated disturbances not related to circumstances protected under Victims of Abuse Women's Act, prior management references describing reports of drug dealing or manufacturing, gambling, or prostitution on the premises.

- Minimum 1 year rental history preferred.
- Prior evictions may result in an automatic denial of your application.
- Applicants may be denied for an outstanding debt or judgment to any prior landlord.

7. Criminal History

• A criminal background check will be completed for each Applicant.

• In evaluating an Applicant's criminal history, Landlord will conduct an assessment of the risk to persons or property posed by an Applicant that may consider: (1) the type of crime; (2) the severity of the crime; (3) the facts or circumstances surrounding the crime; (4) the length of time that has passed since the crime; (5) the age of the Applicant at the time of the crime; and (6) evidence of rehabilitation efforts.

• Convictions for the manufacture or distribution of a controlled substance will result in an automatic denial of the application.

• Landlord will not deny an Applicant solely on the basis of arrests or pending criminal actions.

• Denied Applicants may petition Landlord for reconsideration by providing additional information to assist Landlord in its review of criminal history.

8. Animals

• No more than two (2) animals are allowed in each unit.

• Animals that show aggressive behavior are not permitted on the property. The Landlord or representative has the right to request that the animal be removed at any time.

• Animal fees, animal rent will be charged; \$350.00 per animal fee & \$20.00 per month rent.

• Livestock or poisonous, or exotic animals are not permitted.

• 1 aquarium may be permitted, subject to a 10-gallon maximum with Landlords prior written approval and will be subject to animal fees and rent. No Aquariums will be permitted on the second floor of the unit.

• Animals must be restrained at all times in the common areas.

• Owners are responsible for cleaning and disposing of waste from all areas of the property.

• All animals including service animals must undergo and pass a screening process through a third-party company before they are allowed at the community. There may be a nominal fee for this screening process if you have a pet. All applicants must complete the screening process even if you do not have a pet. For more information and to register your pet, please click here to visit the pet & animal policy profile site. Please log on to <https://sunvalleytx.petscreening.com>

9. Vehicles

• No more than two (2) vehicles are permitted.

• All vehicles must park in the carport, at the back of property by grass line, and/or at the curb in front of the property.

• Vehicles must be operational and have current registrations.

• Boats and trailers are not allowed.



10. Renter's Insurance

• Landlord requires that residents obtain renter's insurance for casualties such as fire, flood, water damage, theft, and general liability. Renter's insurance should have a minimum of \$100,000 of liability coverage with Landlord identified as an Additional Insured (or other appropriate designation as available).

• Resident agrees to maintain valid renters insurance with our policy requirements in place at all times. It is the sole responsibility of the resident to ensure their insurance policy is up to date. Failure to keep renters insurance updated with our office or designated third party will result in a \$30 monthly charge.

I understand and accept these qualifying standards and have truthfully answered all questions.

I understand that falsification of Rental Application information will lead to denial of rental. I understand your ability to verify this information is limited to the information made available by the agencies and services used.

I have submitted an application to lease a property located at Sun Valley Apartments

The landlord or landlord's representative who will verify information is:

SVA Property Investments, LLC

1617 Cimmarron St.

Portland, TX 78374

Phone: (361) 423-2397

Email: Sunvalley@gmail.com

I give my permission:

(1) to my current and former employers to release any information about my employment history and income history to the above named person;

(2) to my current and former landlords to release any information about my rental history to the above named person;

(3) to my current and former mortgage lenders on property that I own or have owned to release any information about my mortgage payment history to the above named person;

(4) to my bank, savings and loan, or credit union to provide a verification of funds that I have deposited to the above named person, and

(5) to the above named person to obtain a copy of my consumer report (credit report) from any consumer reporting agency and to obtain criminal background information on me.

Applicant Signature

Date

Rental Application for Residents and Occupants

Each co-resident and each occupant over 18 must submit a separate Application.

ABOUT YOU

Full name (exactly as it appears on driver license or govt. ID card) _____

Former name (if applicable) _____

Gender _____ Birthdate _____ Social Security # _____

Driver license # _____ State _____

Government ID # _____ State (if applicable) _____

Home phone _____ Cell phone _____

Work phone _____ Email address _____

Marital status single married U.S. citizen? yes no Do you or does any occupant smoke? yes no

I am applying for the apartment 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 _____

OTHER OCCUPANTS

Full name _____ Relationship _____

Birthdate _____ Social Security # _____

Driver license # _____ State _____

Government ID # _____ State (if applicable) _____

Full name _____ Relationship _____

Birthdate _____ Social Security # _____

Driver license # _____ State _____

Government ID # _____ State (if applicable) _____

Full name _____ Relationship _____

Birthdate _____ Social Security # _____

Driver license # _____ State _____

Government ID # _____ State (if applicable) _____

Full name _____ Relationship _____

Birthdate _____ Social Security # _____

Driver license # _____ State _____

Government ID # _____ State (if applicable) _____

Full name _____ Relationship _____

Birthdate _____ Social Security # _____

Driver license # _____ State _____

Government ID # _____ State (if applicable) _____

Full name _____ Relationship _____

Birthdate _____ Social Security # _____

Driver license # _____ State _____

Government ID # _____ State (if applicable) _____

WHERE YOU LIVE

Current home address (where you live now) _____

City _____ State _____ Zip _____

Do you rent or own? Beginning date of residency: _____ Monthly payment \$ _____

Apartment name _____

Name of owner or manager _____

Phone _____ Reason for leaving _____

Fill out if you have been at your current address for less than five years.

Previous home address (most recent) _____

City _____ State _____ Zip _____

Do you rent or own? Dates: From _____ To _____ Monthly payment \$ _____

Apartment name _____

Name of owner or manager _____

Phone _____ Reason for leaving _____

YOUR WORK

Current employer _____

Address _____

City _____ State _____ Zip _____

Work phone _____ Beginning date of employment _____

YOUR WORK, continued

Gross monthly income \$ _____ Position _____

Supervisor _____ Phone _____

Fill out if you have been with your current employer for less than five years.

Previous employer (most recent) _____

Address _____

City _____ State _____ Zip _____

Work phone _____ Dates: From _____ To _____

Gross monthly income \$ _____ Position _____

Supervisor _____ Phone _____

ADDITIONAL INCOME

(Income must be verified to be considered.)

Type _____ Source _____ Gross monthly amount \$ _____

Type _____ Source _____ Gross monthly amount \$ _____

CREDIT HISTORY

If applicable, please explain any past credit problem: _____

RENTAL AND CRIMINAL HISTORY

Check only if applicable.

Have you or any occupant listed in this Application ever:

- been evicted or asked to move out?
- moved out of a dwelling before the end of the lease term without the owner's consent?
- declared bankruptcy?
- been sued for rent?
- been sued for property damage?
- been convicted or received probation for a felony, sex crime, or any crime against persons or property?

Please indicate below the year, location, and type of each felony, sex crime, or any crime against persons or property for which you were convicted or received probation. We may need to discuss more facts before making a decision. You represent the answer is "no" to any item not checked above. _____

HOW DID YOU FIND US?

Online search (website address) _____

Referral from a person or locator? Name _____

Social media (please be specific) _____

Other _____

EMERGENCY CONTACT

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

Name _____ Relationship _____

Address _____

City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____

Work Phone _____ Email Address _____

If you die or are seriously ill, missing, or incarcerated 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 mail box, 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 call EMS or send for an ambulance at your expense. We're not legally obligated to do so.

YOUR VEHICLES

(If applicable)

List all vehicles owned or operated 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 _____

signed by all parties; OR, it will be refunded under paragraph 7 if the applicant is not approved; OR it will be retained by us as liquidated damages if you fail to sign or withdraw under paragraphs 4 and 5 of the Application Agreement.

3. **Fees due.** Your Application will not be processed until we receive your completed Application (and the completed Application of all co-applicants, if applicable) and the following fees:
- A. Application fee (non-refundable): \$ _____
 - B. Application deposit (may or may not be refundable) \$ _____
4. **Completed Application.** Your Application will not be considered "complete" and will not be processed until we receive the following documentation and fees:
- A. Your fully filled out and signed Application and any documents required by our rental criteria, such as proof of income.
 - B. Fully filled out and signed Applications for each co-applicant (if applicable);
 - C. Application fees for all applicants;
 - D. Application deposit.

Authorization and Acknowledgment

I authorize SVA Property Investments, LLC

(name of owner/agent) to obtain reports from any consumer or criminal record reporting agencies before, during, and after residency 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 criminal background information, income history and other information reported by employer(s) to any state employment security agency. Work history information may be used only for this Application. Authority to obtain work history information expires 365 days from the date of this Application. You agree the information provided may be used for business purposes.

Payment Authorization

I authorize SVA Property Investments, LLC

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

- 1. Applicant shall pay a charge of \$ 75.00 for each returned payment; and
- 2. 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. Giving false information is a **Class B Misdemeanor**, punishable by up to 6 months in county jail and a \$2000 fine. **Applicant's submission of this Application, including payment of any fees and deposits, is being done only after applicant has fully investigated, to its satisfaction, those facts which applicant deems material and necessary to the decision to apply for a rental unit.** You authorize us to verify your information through any means, including consumer-reporting agencies and other rental-housing owners. **You acknowledge that you had an opportunity to review our rental-selection criteria, which include reasons your Application may be denied, such as criminal history, credit history, current income and rental history. You understand that if you do not meet our rental-selection criteria or if you fail to answer any question or give false information, we may reject the Application, retain all application fees as liquidated damages for our time and expense, and terminate your right of occupancy.** In lawsuits relating to the Application or Lease, the prevailing party may recover from the non-prevailing party all attorney's fees and litigation costs. 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, the rules, and financial obligations. Fax or electronic signatures are legally binding. You acknowledge that our privacy policy is available to you.

Right to review the Lease. Before you submit an Application or pay any fees or deposits, you have the right to review the Application and Lease, as well as any community rules or policies we have. You may also consult an attorney. These documents are binding legal documents when signed. We will not take a particular dwelling off the market until we receive a completed Application and any other required information or monies to rent that dwelling. Additional provisions or changes may be made in the Lease if agreed to in writing by all parties. You are entitled to a copy of the Lease after it is fully signed.

Images on our website may represent a sample of a unit and may not reflect specific details of any unit. For information not found on our website regarding availability, unit characteristics or other questions, please call or visit our office.

This Application and the Lease are binding documents when signed. Before submitting an Application or signing a Lease, you may take a copy of these documents to review and/or consult an attorney. Additional provisions or changes may be made in the Lease if agreed to in writing by all parties.

Applicant's signature

Date

FOR OFFICE USE ONLY

- 1. Apt. name or dwelling address (street, city): _____ Unit # or type: _____
- 2. Person accepting application: _____ Phone: _____
- 3. Person processing application: _____ Phone: _____
- 4. Date that the applicant or co-applicant was notified by telephone, by letter, by email, or in person of acceptance or nonacceptance: _____
(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.)
- 5. Name of person or persons notified (if there are more than one applicant, at least one of them must be notified): _____
- 6. Name of owner's representative who notified the applicant: _____

Additional comments: _____

