

## Leasing Criteria – The Bryson Apartments

Thank you in your interest in leasing at **The Bryson Apartments**! We are an equal housing opportunity provider. We do not discriminate based on race, color, religion, sex, national origin, disability or familial status, or because of one's presence in any other protected class. We comply with local, state and federal Fair Housing and anti-discrimination laws. 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, a valid Passport or a US Immigration and Naturalization Services issued VISA. A copy of all applicant's photo IDs will be made and retained at time of move-in. All applications for apartment homes 1) will be accepted on a first come-first served basis 2) are subject to the availability of the apartment type requested 3) will be approved by complying with the rental criteria listed below 4) require the receipt of the application fee, pet fees (if applicable) and deposits. Rental applications are to be completed entirely. Any omissions or falsifications may result in rejection of an application or termination.

Our rental application process consists of two steps. The first step is to verify your rental, employment and credit history. The second is criminal background check. Applicants that are not approved will be notified in writing pursuant to the Fair Credit Reporting Act.

**OCCUPANCY STANDARD** – A maximum of two (2) persons per bedroom are allowed.

**AGE** – Lease holder(s) must be 18 years or older, unless head of household, Military under the age of 18 years, or a minor that has been emancipated. All occupants 18 years or older are required to complete an application, even if living with parent or guardian.

**INCOME** – Gross monthly income of all lease holder(s) **must equal at least 2.5 times the monthly rental amount.** All income must be verifiable. Income does not include allowance from parents, scholarships or study subsidies.

**EMPLOYMENT** – Applicant must 1) be employed with current employer for at least six months; 2) have current job and at least six months employment with previous employer; or 3) receiving retirement benefits, or any other verifiable and consistent income.

**SELF-EMPLOYMENT** – Must provide the previous year's personal income tax return and the previous two months personal bank statements as evidence of sufficient income. Persons whose jobs are commission only or base salary plus commission, tips, or bonuses are considered self-employed.

**RENTAL HISTORY** – Previous rental history will be reviewed. Applicant must have 12 months verifiable, satisfactory past rental history and no negative rental history will be accepted. Negative rental history is determined by:

- Failure to pay rent timely.
- Evictions filed within the last three years; prior evictions may result in an automatic denial of your application.
- 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.
- Applicant may be denied for an outstanding debt or judgment to any prior landlord.

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**CREDIT** – A complete investigation of credit history of each applicant will be made and will require a satisfactory rating. Negative credits include, but are not limited to past due accounts, judgements, liens, write-offs, balance due to a rental community, broken leases, and evictions.

**RENTER'S INSURANCE** - Liability insurance in the amount of \$100,000 per occurrence is required. Proof of coverage must be submitted at the time of move in and upon each anniversary of your original lease agreement. Your Insurance must list The Bryson Apartments as additional insured.

**CRIMINAL, SEX OFFENSE, & TERRORIST DATABASE CHECK** – A criminal background search will be conducted for each applicant and occupant over the age of 18. Any felony convictions or misdemeanors for theft of property, violence, drug violations, injury to persons, damage to persons, damage to property, sexual offenses, and/or moral turpitude status, even if currently serving deferred adjudication, convicted, or case pending will be an automatic denial of the application.

Applicant(s) will be denied if convicted of offenses listed under Section 42A.054 of the Texas Code of Criminal Procedure including the following offenses (and any similarly classified offenses in jurisdictions outside of Texas):

- Murder
- Capital murder
- Indecency with a child by contact
- Aggravated kidnapping
- Aggravated sexual assault
- Aggravated robbery
- An offense under Chapter 481 of the Texas Health and Safety Code, for which punishment is increased under:
  - Section 481.140 of the Texas Health and Safety Code; or
  - Section 481.134(c), (d), (e), or (f) of the Texas Health and Safety Code, if it is shown that the offender has been previously convicted of an offense for which punishment was increased under the aforementioned subsections
- Sexual assault
- Injury to a child, elderly individual, or disabled individual, if the offense is punishable as a felony of the first degree and the victim of the offense is a child
- Sexual performance by a child
- An offense under Section 15.03 of the Texas Penal Code, if the offense is punishable as a felony of the first-degree
- Compelling prostitution
- Trafficking of persons
- Burglary, if the offense is punishable under Section 30.02(d) of the Texas Penal Code and the actor committed the offense with the intent to commit a felony under Section 21.02, 21.11, 22.011, 22.021, or 25.02 of the Texas Penal Code
- Any offense where the offender used or exhibited a deadly weapon during the commission of a felony offense or during immediate flight therefrom

Applicant(s) will be denied if receiving a reportable conviction or adjudication, as defined by Article 62.001 of

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the Texas Code of Criminal Procedure (or any other similarly classified offenses in jurisdictions outside of Texas) which requires offenders to be registered as a sex offender.

Applicant(s) will be denied if convicted of the illegal manufacture or distribution of a controlled substance as defined in Section 102 of the federal Controlled Substances Act.

Applicant(s) will be denied if convicted or subject to deferred adjudication for a felony relating to violent activity (or similarly classified offenses in jurisdictions outside of Texas) not listed above if the incarceration, probation, or deferred adjudication period was completed within 10 years from the date of application.

Applicant(s) will be denied if convicted or subject to deferred adjudication for a misdemeanor offense relating to violent activity (or any similarly classified offenses in jurisdictions outside of Texas) if the incarceration, probation, or deferred adjudication period was completed within 5 years from the date of application.

**ANIMALS** – If and when an animal is permitted on the property, a non-refundable pet fee of **\$150 per pet** is to be paid in full prior to move-in. The monthly pet rent is **\$25 per pet**. Dogs whose breed or dominant breed weight exceeds **(30) pounds** at maturity are not accepted. A **maximum of two (2) pets** are permitted per apartment. **NO ANIMAL IS AUTHORIZED WITHOUT MANAGEMENT’S PRIOR WRITTEN PERMISSION AND THE EXECUTION OF AN ANIMAL ADDENDUM.** Additional restrictions may apply. We comply with all applicable laws regarding Assistance Animals.

**Generally, acceptable animals include domestic cats, dogs, birds, and fish (maximum tank size: 10 gallons).**

**Dogs that are pure-breeds or mixes of the following breeds are prohibited:** Akita, Alaskan Malamute, American Bull Dog, Basenji, Caucasian Ovcharka, Chow-Chow, Dalmatian, Doberman, Dogo, German Shepherd, Great Dane, Gull Dong, Husky, Malamute, Mastiff (also known as: Boer Boel, Bull Mastiff, Brazilian Mastiff, Cane Corso, Neapolitan Mastiff, Toso Inu), Pit Bull (also known as: American Staffordshire Terrier, American Pit Bull Terrier, Staffordshire Bull Terrier), Presa Canario, Rhodesian Ridgeback, Rottweiler, Spitz, Saint Bernard, Shar Pei, and Wolf-Dog Hybrid.

**All other animals are prohibited, including, but not limited to exotic animals, reptiles, snakes, ferrets, iguanas, potbelly pigs, rabbits, and insects.** Animals will be subject to visual inspections and / or photography.

We use a third-party service, PetScreening, to ensure all applicants understand how to adhere to the property's pet and animal policies, even if you do not have a pet or animal. All applicants should complete a Pet, No Pet, or Animal Profile. The per pet application fee is as low as \$20.

**NO SMOKING** – Residents and member of Resident’s household shall not smoke, in any form, anywhere inside any of the dwelling units or inside any buildings within the apartment community, nor shall Resident permit any guest or visitors under the control of the Resident to do so. This includes but is not limited to the balconies, patios and limited common areas attached to or outside of your dwelling unit.

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## **APPLICATION & 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 non-refundable application fee of **\$50**, must be paid by each Applicant before an application will be processed. *Paid Via Online Payment Link, Money Order, or Cashier's Check. No cash will be accepted.*
- All Applicants must provide documents of the last two months income.
- 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.
- Security deposits are required. The amount of your security deposit will be determined based on your application, including your rental, credit, and criminal history. Cancellation after approval will result in forfeiture of the deposit.
- 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, pay all required deposits and signs the lease agreement will be accepted.
- Notifications of acceptance or denial will be made by email to the email address provided on your Application.
- Processing of applications can take 1-3 business days once we receive all information needed to process the application. We reserve the right to request any additional information needed to approve the application. Failure to meet the above criteria, failure to provide requested information, or verification of any information and/or falsification of any information on the rental application will result in a denial of the application.

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## PRIVACY POLICY

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

- **How Personal Information is collected:** You will be asked to furnish some personal information when you apply to rent from us. This information will be on the rental application form or other document that you provide to us or to an apartment locator service, either on paper or electronically.
- **How and When Information is used:** We use this information for our business purposes only as it relates to leasing a dwelling to you. Examples of these uses include but are not limited to, verifying statements made on your rental application (such as your rental, credit and employment history), reviewing your lease for renewal and enforcing your lease obligations (such as to obtain payment for money you may owe us in the future).
- **How the Information is Protected and Who has Access:** We allow only authorized persons to have access to your personal information, and we keep documents and electronic records containing this information in secure areas and systems.
- **How the Information is Disposed of:** After we no longer need or are required to keep your personal information, we will store or destroy in a manner designed to prevent unauthorized persons from accessing it. Our disposal methods will include shredding, destruction or obliteration of paper documents and destruction of electronic files.
- All the above categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties.

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

**I acknowledge that I had had an opportunity to review the foregoing Resident Qualifying Criteria, which includes reasons why my application may be denied, such as criminal, history, credit history, current income, and rental history. I understand that if I do not meet the qualifying criteria, or if I provide inaccurate or incomplete information, the housing provider may reject my application, and my application fee will not be refunded.**

**Please sign and date only if you have read and fully understand all of our Resident Qualifying Criteria and Privacy Policies.**

\_\_\_\_\_  
**Applicant Signature**

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

**Applicant Initials** \_\_\_\_\_

**Applicant Signature**

**Date**

**Applicant Initials** \_\_\_\_\_