

# Red Top Apartments

## Rental Qualification Requirements

### Pre-Qualification Requirements

- A non-refundable application fee of \$50 (Single) or \$65 (Married) is paid at the time of the application.
- A minimum credit score of 555.
- Gross monthly verifiable household income must equal or exceed three (2) times the stated monthly rent.
- A current paycheck stub may be required.
- Some form of verifiable income will be required for unemployed applicants. (Verifiable income may mean but is not limited to: Bank accounts. Alimony/child support, trust accounts, social security, unemployment benefits, welfare, grants/loans.)
- Self-employed applicants will be required to show proof of income through copies of the previous year's tax return.
- Students with no verifiable means of income may be accepted with a qualified co-signor.

### Cosigner Qualifications

- Verifiable monthly income must equal a minimum of four (4) times the applicant's rent. (Verifiable income may mean Bank Accounts and Trust Accounts.)
- Outstanding bad debt, i.e., slow pay, collections, repossessions, liens, judgments, and wage garnishment programs, will result in denial of a co-signor.

### General Requirements

- Applicant(s) must be a minimum of 21 years of age.
- Positive identification with a picture will be required at the time application is submitted.
- A complete and accurate application listing a current and at least one previous rental reference with phone numbers will be required.
- Each applicant will be required to qualify individually unless applicants are married for at least one year.
- Members of households that are 18 years of age or older and will be living with applicant(s) shall pass a public records screening. A public records screening will be conducted for any minor who, during residency, turns 18 years of age (see Public Records below).
- Blackwell Nelson Co. will not discriminate against any person based on race, sex, color, familial status, disability or national origin. No exceptions shall be made, under circumstances, for management to comply with Federal and Local Fair Housing Laws, and to avoid allegations of discriminatory practices.
- Applicants from foreign countries who have no social security number or citizenship must have proper and current U.S. Visa and I-9 documentation.

## Rental Requirements

- Home ownership will be verified. Mortgage payments must reflect no more than four (4) late payments in the past two (2) years.
- Eviction-free rental history is required.
- The application will be denied if rental history demonstrates noise or other complaints, or when the previous manager will not re-rent due to rental problems.
- The application will be denied if rental history demonstrates three or more three-day notices or two or more NSF checks within a period of one year.

## INSURANCE REQUIREMENTS

- Renter's insurance is **not** required at all communities as a condition of residency with minimum liability coverage of \$100,000. Personal property coverage is not required but recommended.

## Public Records

- Upon receipt of the rental application deposit and screening fee, landlord shall conduct a search of public records to determine whether the applicant has been convicted of, or pled guilty or no-contest to, any crime within the previous seven years.
- A conviction, guilty plea or no-contest plea for any felony, or any misdemeanor involving theft, assault, prostitution, drug-related or weapons charges, obscenity and related violations, sex crimes and/or child sex crimes shall be grounds for denial of the rental application.

## DECLINED APPLICATIONS (If any of the following apply, the application will be declined)

- Unable to provide a valid government issued photo ID
- Falsification of the Application
- Anyone with an outstanding unpaid rental collection debt
- If the bank returns the application fee or holding deposit check
- Anyone having an unsatisfied monetary judgment currently pending against them
- A Non-U.S. citizen who does not provide the required USCIS documents
- Bankruptcy filing that has not been dismissed or discharged
- Criminal Record – All felony convictions and/or charges; including but not limited to the following crimes: sex offender; violence related; fraud related; family relations; weapons related; organized crime related; drug related; sex related; animal related; computer/telecommunication related; public justice related; public order related; gambling related; victimless related crimes; crimes that are not provided; and certain property related, alcohol related, and transportation and related.
- Misdemeanors and unclassified crimes that are not provided related to any of the aforementioned crimes.
- Outstanding collections (three or more) in the past two years being reported on the credit report (exclusive of medical collections) will result in denial of the application.
- Identifiable outstanding landlord debt will result in the denial of the application. Reconsideration may be made upon proof of payment of outstanding landlord debt.
- Credit reports reflecting slow pay on three accounts may require an additional deposit amount equal to one month's rent.

## Denial Process

If your application has been denied and you feel that you qualify as a resident under the criteria described above, you may choose to do the following:

- Contact the company that supplied the information to discuss your application.
- Correct any incorrect information through the credit-reporting agency as per their policy.
- Request the credit-reporting agency to submit a corrected credit check to the appropriate screening company.
- Upon receipt of the corrected and satisfactory information, your application will be re-evaluated.



**RENTAL APPLICATION FOR  
RESIDENTS AND OCCUPANTS**  
(Each co-applicant and each occupant 19 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)

Former Name (if applicable)

Gender (Optional)

Birthdate

Social Security #

Driver's License #

State

Government Photo ID card #

Type

Home Phone Number

Cell Phone Number

Work Phone Number

Email Address

Marital Status:  single  married  widowed  separated

Do you or 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

Co-applicant Name

Email

**OTHER OCCUPANTS**

Full Name

Relationship

Date of Birth

Social Security #

Driver's License #

State

Government Photo ID card #

Type

Full Name

Relationship

Date of Birth

Social Security #

Driver's License #

State

Government Photo ID card #

Type

Full Name

Relationship

Date of Birth

Social Security #

Driver's License #

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Government Photo ID card #

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Full Name

Relationship

Date of Birth

Social Security #

Driver's License #

State

Government Photo ID card #

Type

Full Name

Relationship

Date of Birth

Social Security #

Driver's License #

State

Government Photo ID card #

Type

**RESIDENCY INFORMATION**

Current Home Address (where you live now)

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Do you  rent or  own?  
Dates: \_\_\_\_\_ \$ \_\_\_\_\_  
From \_\_\_\_\_ To \_\_\_\_\_ Monthly Payment

Apartment Name \_\_\_\_\_

Landlord/Lender Name \_\_\_\_\_ Phone \_\_\_\_\_

Reason for Leaving \_\_\_\_\_

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

Previous Home Address

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Do you  rent or  own?  
Dates: \_\_\_\_\_ \$ \_\_\_\_\_  
From \_\_\_\_\_ To \_\_\_\_\_ Monthly Payment

Apartment 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 \_\_\_\_\_

**ADDITIONAL INCOME**

(Income must be verified to be considered)

Type \_\_\_\_\_ Source \_\_\_\_\_ \$ \_\_\_\_\_  
Gross Monthly Amount  
Type \_\_\_\_\_ Source \_\_\_\_\_ \$ \_\_\_\_\_  
Gross Monthly Amount

**CREDIT HISTORY (if applicable)**

If applicable, please explain any past credit problem:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RENTAL/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 an alternative form of adjudication equivalent to conviction) of a felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime?

Please indicate the year, location and type of each felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or sex crime other than those resolved by dismissal or acquittal. We may need to discuss more facts before making a decision. *You represent the answer is "no" to any item not checked above.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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 _____	

**VEHICLE INFORMATION (if applicable)**

List all vehicles owned or operated by you or any occupants (including cars, trucks, motorcycles, trailers, etc.).

Make _____	Model _____	Color _____
Year _____	License Plate # _____	State _____

  

Make _____	Model _____	Color _____
Year _____	License Plate # _____	State _____

  

Make _____	Model _____	Color _____
Year _____	License Plate # _____	State _____

  

Make _____	Model _____	Color _____
Year _____	License Plate # _____	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. Apartment Lease Contract Information.** The Apartment Lease Contract (referred to as "Lease Contract" or "Lease") contemplated by the parties will be the current NAA 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. *If you or any co-applicant fails to sign as required, we may keep the application deposit as liquidated damages, and terminate all further obligations under this Agreement.*
- 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 unit, we'll be entitled to retain all 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 30 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.

**APPLICATION AGREEMENT (CONTINUED)**

**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 Fee (Non-Refundable).** You agree to pay to our representative the non-refundable application fee in the amount indicated in paragraph 3. **Payment of the application fee does not guarantee that your application will be accepted.** The application 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 fee(s), you agree to pay to our representative an application deposit in the amount indicated in paragraph 3. *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, 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.

**3. 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 fee (non-refundable): \$ \_\_\_\_\_
- 2. Application deposit (may or may not be refundable): \$ \_\_\_\_\_

**4. 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 (if applicable);
- 3. Application fees for all applicants;
- 4. Application deposit for the Unit.

**5. 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 **Red Top @ Greensprings**

(name of owner/agent) to obtain reports from any consumer or criminal 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 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 Rental Application. Authority to obtain work history information expires 365 days from the date of this Application.

**Payment Authorization**

I authorize **Red Top @ Greensprings**

(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:

- (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 fees and deposits as liquidated damages for our time and expense, and terminate your right of occupancy. Giving false information is a serious criminal offense. 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.

**This Rental Application and the Lease Contract are binding documents when signed. Before submitting a Rental Application or signing a Lease Contract, 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 Contract if agreed to in writing by all parties.**

\_\_\_\_\_  
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**

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