

**Berkshire Square**  
**Rental Application | Approval Criteria**  
LBK Management Services, Inc.  
*Revised and Effective August 01, 2015*

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 in a one-bedroom apartment, four (4) persons in a two-bedroom apartment or six (6) 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.

Note: A family may occupy an apartment if the family does not exceed two (2) persons per bedroom plus a child who is less than twelve months old and who sleeps in the same bedroom with the child's parent, guardian, legal custodian, or person applying for that status.

**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 2 ½ (two and one half) times the monthly rent of the apartment being leased. 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:**

A criminal background check will be run on all Applicants. An applicant will be automatically denied in the event the applicant(s) has ever been convicted of a felony, or received adjudication for felony offense(s). An applicant will be automatically denied in the event the applicant(s) has been convicted or received adjudication for a misdemeanor drug related or violent crime within the past 5 years. In the event an applicant has been arrested without conviction or dismissal of a felony, drug related crime or a violent crime, the applicant will be denied. Violent crime categories to include but not limited to: murder, forcible rape, robbery, aggravated assault, and simple assault. An automatic denial will also occur should an applicant be registered as a sex offender or 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 commits an offense of sexual nature, resulting in conviction or is labeled as a registered sexual offender or predator 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.

**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 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. 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. 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. LBK Management 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.

#### *Overview:*

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.

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Signature of Applicant

Date

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Signature of Applicant

Date





# Rental Application for Residents and Occupants

*Each co-resident and each occupant over 18 must submit a separate application.  
Spouses may submit a joint application.*

Date when filled out: \_\_\_\_\_

**ABOUT YOU** Full name (exactly as on driver's license or govt. ID card) \_\_\_\_\_

Your street address (as shown on your driver's license or government ID card) \_\_\_\_\_

Driver's license # and state: \_\_\_\_\_  
OR govt. photo ID card #: \_\_\_\_\_

Your Social Security #: \_\_\_\_\_

Birthdate: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_  
Sex: \_\_\_\_\_ Eye color: \_\_\_\_\_ Hair color: \_\_\_\_\_

Marital Status:  single  married  divorced  widowed  separated

Are you a U.S. citizen?  Yes  No Do you or any occupant smoke?  Yes  No

Will you or any occupant have an animal?  Yes  No

Kind, weight, breed, age: \_\_\_\_\_

Current home address (where you now live): \_\_\_\_\_ Apt # \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Home / cell phone: \_\_\_\_\_ Current rent: \$ \_\_\_\_\_

Email address: \_\_\_\_\_

Name of apartment where you now live: \_\_\_\_\_

Current owner or manager's name: \_\_\_\_\_

Their phone: \_\_\_\_\_ Date moved in: \_\_\_\_\_

Why are you leaving your current residence? \_\_\_\_\_

Your previous home address: \_\_\_\_\_ Apt # \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Apartment name: \_\_\_\_\_

Name of above owner or manager: \_\_\_\_\_

Their phone: \_\_\_\_\_ Previous monthly rent: \$ \_\_\_\_\_

Date you moved in: \_\_\_\_\_ Date you moved out: \_\_\_\_\_

**YOUR WORK** Present employer: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Work phone: \_\_\_\_\_

Position: \_\_\_\_\_

Your gross monthly income is over: \$ \_\_\_\_\_

Date you began this job: \_\_\_\_\_

Supervisor's name and phone: \_\_\_\_\_

Previous employer: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Work phone: \_\_\_\_\_

Position: \_\_\_\_\_

Your gross monthly income is over: \$ \_\_\_\_\_

Dates you began and ended this job: \_\_\_\_\_

Previous supervisor's name and phone: \_\_\_\_\_

**YOUR CREDIT HISTORY** Your bank's name, city, state: \_\_\_\_\_

List major credit cards: \_\_\_\_\_

Other non-work income you want considered. Please explain: \_\_\_\_\_

Past credit problems you want to explain (Use separate page.) \_\_\_\_\_

**YOUR SPOUSE** Full Name: \_\_\_\_\_

Former last names (maiden and married): \_\_\_\_\_

Spouse's Social Security #: \_\_\_\_\_

Driver's License # and state: \_\_\_\_\_  
OR govt. photo ID card #: \_\_\_\_\_

Birthdate: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_  
Sex: \_\_\_\_\_ Eye color: \_\_\_\_\_ Hair color: \_\_\_\_\_

Are you a U.S. citizen?  Yes  No

Present employer: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Work phone: \_\_\_\_\_

Position: \_\_\_\_\_

Date began job: \_\_\_\_\_ Gross monthly income is over: \$ \_\_\_\_\_

Supervisor's name and phone: \_\_\_\_\_

**OTHER OCCUPANTS** Names of all persons under 18 and other adults who will occupy the unit without signing the lease. Continue on separate page if more than three.

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Sex: \_\_\_\_\_ DL or govt. ID card # and state: \_\_\_\_\_  
Birthdate: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Sex: \_\_\_\_\_ DL or govt. ID card # and state: \_\_\_\_\_  
Birthdate: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Sex: \_\_\_\_\_ DL or govt. ID card # and state: \_\_\_\_\_  
Birthdate: \_\_\_\_\_ Social Security #: \_\_\_\_\_

**YOUR VEHICLES** List all vehicles owned or operated by you, your spouse, or any occupants (including cars, trucks, motorcycles, trailers, etc.). Continue on separate page if more than three.

Make and color of vehicle: \_\_\_\_\_  
Year: \_\_\_\_\_ License #: \_\_\_\_\_ State: \_\_\_\_\_

Make and color of vehicle: \_\_\_\_\_  
Year: \_\_\_\_\_ License #: \_\_\_\_\_ State: \_\_\_\_\_

Make and color of vehicle: \_\_\_\_\_  
Year: \_\_\_\_\_ License #: \_\_\_\_\_ State: \_\_\_\_\_

**WHY YOU RENTED HERE** Were you referred?  Yes  No If yes, by whom: \_\_\_\_\_

Name of locator or rental agency: \_\_\_\_\_

Name of individual locator or agent: \_\_\_\_\_

Name of friend or other person: \_\_\_\_\_

Did you find us on your own?  Yes  No If yes, fill in information below:

On the internet  Stopped by  Newspaper (name): \_\_\_\_\_

Rental publication: \_\_\_\_\_

Other: \_\_\_\_\_

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

If you die or are seriously ill, missing, or in a 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 persons(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 call an EMS or send for an ambulance at your expense. We're not legally obliged to do so.

**YOUR RENTAL/CRIMINAL HISTORY** *You must check if applicable. Have*

you, your spouse, or any occupant listed in this Application ever:  been evicted or asked to move out?  moved out of a dwelling before the end of a lease term without the owner's consent?  declared bankruptcy?  been sued for rent?  been sued for property damage?  been charged, detained, or arrested for a felony or sex crime that was resolved by conviction, probation, deferred adjudication, court-ordered community supervision, or pretrial diversion?  been charged, detained, or arrested for a felony or sex-related crime that has not been resolved by any method? Please indicate below the year, location, and type of each felony and 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.*

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**AUTHORIZATION** I or we authorize (*owner's name*) \_\_\_\_\_

\_\_\_\_\_

to: (1) share the above information with owner's electric provider, and (2) verify, by all available means, the above, including reports from consumer reporting agencies before, during and after tenancy on matters relating to my lease, and income history and other information reported by employer(s) to any state employment security agency (e.g. Texas Workforce Commission). 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.

Applicant's Signature \_\_\_\_\_

Spouse's Signature \_\_\_\_\_