

Application Disclaimer and Qualifying Criteria

The information below is a legal contract and contains the following Agreements:

Application Agreement

Qualifying Criteria Agreement

This online application is a legally binding contract. It is not a lease. Your occupancy cannot commence until all required parties sign the Lease Contract. (which shall include all addenda to the Lease Contract).

Application Agreement:

Applicant ("You" or "Your"), acknowledge and agree to abide by the following application process for the Owner ("We" or "Us"):

You will complete, sign and submit this application. The information and identity information submitted in this application will preliminarily be used and verified by all means possible, including an Identity Verification, Criminal Record and Credit Reporting Agencies, Income History and any other information obtained during the application process

Approval Qualifiers Terminology (all details for qualifications can be found below in the Qualifying Criteria Agreement Section) - Based upon the preliminary review of this application, you will be determined to be one of the following:

- i. accepted with "Accelerated Qualifier" or "AQ"
- ii. accepted with "Conditional Acceptance Tier 1", or "Standard Application Tier 1", or "Tier 1"
- iii. "Conditional Acceptance Tier 2", or "Standard Application Tier 2", or "Tier 2"
- iv. Denied

If You Plan To Move In Within 10 Days of Application Date. All Reservation Fees, L.O.O.P. Advantage and Deposits (explained below), and the First Month's Rent are required to be paid by credit card or cashiers' check only.

Non-Refundable Reservation Fee Due Upon Approval. If you are approved (AQ) or approved with conditions (Tier 1 or 2), you shall temporarily reserve a unit by paying a **Non-Refundable Reservation Fee** pursuant to this Application by nine o'clock (9:00) pm on the same day as being notified of such acceptance status, unless the acceptance was received AFTER nine o'clock (9:00) pm, in which case the Non-Refundable Reservation Fee is due by nine o'clock (9:00) pm on the following day. The Non-refundable Reservation Fee will be used to cover the cost of temporarily holding the unit off the market, making it unavailable to other customers, and general administration costs and expenses associated with the move-in process. Until the Non-Refundable Reservation Fee is paid, the unit will not be held off the market. If the Non-Refundable Reservation Fee is not paid in a timely fashion, the application will be considered to be withdrawn. Notwithstanding the payment of the Non-Refundable Reservation Fee, if you are required to provide additional documentation or information as a result of missing, incomplete or incorrect information, or if we need additional documentation to verify your identity, we reserve the right to put the unit back on the market. As indicated above, if you intend to take occupancy within 10 days, the Non-Refundable Reservation Fee must be paid by credit card or cashiers' check only.

Security Deposit or L.O.O.P. Advantage. If you are approved, you will be expected to sign a Lease Contract and pay the appropriate Security Deposit or L.O.O.P. Advantage and Charges due, pursuant to the Lease Contract, prior to Keys or other Access Devices being supplied. As indicated above, if you intend to take occupancy within 10 days, all Deposits, fees and charges must be paid by cashiers' check only.

You will have the option of either paying a Security Deposit or a L.O.O.P. Advantage in the amount identified below, depending on whether you are accepted as an Accelerated Qualifier, a Conditional Acceptance Tier 1 or a Conditional Acceptance Tier 2.

You acknowledge and agree that the Security Deposit: is (i) refundable; and (ii) an advance of money that is intended primarily to secure performance under your lease.

You acknowledge and agree that the L.O.O.P. Advantage: (i) is non-refundable; (ii) covers Owner's risk associated with your compliance with the Lease; (iii) not security for your performance under the Lease; and (iv) will not be refunded to you or applied towards any amounts you owe under the Lease.

You will pay a Security Deposit or L.O.O.P. Advantage, as you choose, according to the following:

- If you are accepted as an Accelerated Qualifier, you will pay a Security Deposit in the amount of \$500.00 or a L.O.O.P. Advantage in the amount of \$100.00.
- If you are accepted on the basis of a Conditional Acceptance Tier 1, you will pay a Security Deposit in the amount of \$839.50 or a L.O.O.P. Advantage in the amount of \$419.75.
- If you are accepted with a status of Conditional Acceptance Tier 2, you pay a Security Deposit in the amount of \$1679.00 or a L.O.O.P. Advantage in the amount of \$839.50.

Completed Application. An Application will not be considered "completed" and will not be processed until the Application has been completely filled out by you and any other co-applicants, signed and submitted to us by you and any other co-applicants, and all required documentation has been provided. If you are required to provide additional documentation or information as a result of missing, incomplete or incorrect information, or if we need additional documentation to verify your identity, we reserve the right to consider your application to not have been "completed" and that your Application has been withdrawn or deny your Application.

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.

Non-approval In Seven Days. We will notify you of your approval status within seven days after the date we receive a completed Application. Notification may be by email, in person, by mail, or telephone unless you have requested that notification be by mail. Your Application will automatically be considered "disapproved" if you are not notified of your approval within seven days after we have received a completed Application including all additional required documentation to allow us to determine your eligibility for rental. You must not assume approval until you receive actual notice of approval.

Approval When Lease Contract is Signed in Advance. If you and all co-applicants have already signed the Lease Contract prior to our approval of the Application, we will notify you (or one of you, if there are co-applicants) of our approval. If the Lease Contract has been signed, but the Application is rejected, the Lease Contract shall be null and void and of no force or effect and any Security Deposit or L.O.O.P. Advantage paid when the Lease Contract was signed will be refunded.

Approval When Lease Contract is Not Yet Signed. If you and all co-applicants have not signed the Lease Contract when we approve the Application, we will notify you (or one of you, if there are co-applicants) of our approval, request that you sign the Lease Contract, and you will be required to pay the appropriate Security Deposit or L.O.O.P. Advantage.

If You Fail to Sign Lease After Approval. The Reservation Fee is Non-Refundable. You and all co-applicants must sign the Lease Contract upon our request and prior to move-in. If you or any co-applicant fails to sign as, and when, required, the application will be deemed withdrawn, we will keep any monies paid as liquidated damages, and shall have no obligation to lease to you.

If You Withdraw Your Application. The Reservation Fee is Non-Refundable. If, at any time before signing the Lease Contract, you or any co-applicant withdraws an application or notifies us that you've changed your mind about renting the dwelling unit, then the Reservation Fee shall be retained by us and we shall have no further obligation to lease to you.

Lease Contract Information. If you are approved, you will be expected to sign a Lease Contract upon our request, pay the appropriate Security Deposit or L.O.O.P. Advantage and Charges due, pursuant to the Lease Contract, prior to Keys or other Access Devices being supplied. In the event of any conflict between this Application and the Lease Contract, the terms of the Lease Contract will prevail.

Keys or Access Devices. We will furnish keys and/or access devices only after: (1) you and all co-applicants have signed the contemplated Lease Contract; and (2) all applicable rents and the Security Deposit or L.O.O.P. Advantage have been paid in full. We reserve the right to verify your identity at any time including prior to furnishing keys or devices.

Failure to Move In After Lease Contract is Signed. In the event that you attempt to withdraw from a Lease Contract after the Lease Contract is signed, we reserve the right to hold you responsible for the full term of the Lease Contract.

Extension of Deadlines. If the deadline for signing, approving, or refunding falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next business day.

Acknowledgment. You declare that all your statements on this Application are true and complete. You authorize us to verify the information provided by you through any means, including consumer reporting agencies and other rental housing owners. You further authorize us to verify the information on a continuing basis during the term of any Lease Contract or in connection with a renewal of your occupancy rights. If you fail to answer any question or give false information, we may reject the application, retain the Non-Refundable Reservation Fee and terminate your right of occupancy. We may recover all attorney's fees and associated costs in lawsuits relating to the application or Lease Contract. We may at any time provide information to consumer reporting agencies and other rental housing owners regarding your performance of your legal obligations, including any information about your compliance with the Lease Contract, the rules, and financial obligations. You also acknowledge that: (i) you have had the opportunity to review our Qualifying Criteria Agreement below; (ii) the Qualifying Criteria Agreement includes qualification factors such as criminal history, credit history, current income and rental history; and (iii) if you do not meet the Qualifying Criteria, your application may be rejected.



Qualifying Criteria Agreement

We will run a criminal and credit background check and obtain a ResidentScore with your information. Each prospective resident over the age of 18 when the application process commences is considered an applicant. We categorize our applicants as being either Accelerated Qualifiers or Standard applicants (see below for description). Providing false information on the rental application may result in denial of the application and forfeit any fees paid. false information on the rental application could also be grounds for eviction should it be discovered after residency has been initiated.

Security Deposit and L.O.O.P. Advantage.

If Applicant is approved either as an Accelerator Qualifier, or Tier 1 or Tier 2 Qualifier, Resident will have the option of either paying a Security Deposit or a L.O.O.P. Advantage to Owner. Resident acknowledges and agrees that the security deposit: is (i) refundable; and (ii) an advance of money that is intended primarily to secure performance under the Lease. Resident acknowledges and agrees that the L.O.O.P. Advantage: (i) is non-refundable; (ii) covers Owner's risk associated with Resident's compliance with the Lease; (iii) not security for Resident's performance under the Lease; and (iv) will not be refunded to Resident or applied towards any amounts Resident owes under the Lease.

ACCELERATED QUALIFIERS (AQ):

- Gross monthly income is at least 3.0 the monthly rental amount to be paid by you.
- 30 days of recent bank statement, tax returns or paystubs will be required to validate income for lease holders and guarantors.
- ResidentScore qualified range falls into the "Approved without Conditions" category.
- Pass criminal background check.

STANDARD APPLICANTS (Tier 1 and Tier 2)

Rent/Earnings Ratio:

- Each applicant will be considered based on a combined income basis.
- Gross monthly income must be at least 3.0x the monthly rental amount to be paid by you or a guarantor will be required.
- A guarantor must make at least 4.0x the monthly rental amount.
- Both current full-time employment income, current part-time employment income and self-employment income is taken into consideration.
- Retirees may alternatively qualify with demonstrated savings of at least 1x the total lease amount.

- Unemployed applicants must show savings of 4 month's rent and pay a one time nonrefundable L.O.O.P. Advantage of one month's rent or provide an approved guarantor.
- 30 days of recent bank statement, tax returns or paystubs will be required to validate income for lease holders and guarantors.

Credit:

- Information about you and your credit experiences including your bill-paying history, the number and type of accounts that you have late payments, collection actions, outstanding debt, tax liens, and the age of your accounts will be considered. An automated credit scoring system determines your qualification and establishes any further verification needed and your Security Deposit or L.O.O.P. Advantage amount.
- If you have filed for bankruptcy, that does not mean you are automatically denied. Your payment history after filing for bankruptcy will be taken into consideration when calculating the qualification score.

Rental/Mortgage History:

- Mortgage or rental history that incurs more than 3 NSF or late payments per year, will result in denial of the application.
- If you have experienced a foreclosure on your home, you must pay an additional Security Deposit or an increased L.O.O.P. Advantage. Guarantors will not be accepted with a foreclosure.
- Any eviction judgment will result in denial of the application.
- Any unresolved rental debt or unacceptable rental history will result in denial of the application.

Applicants without History:

- If you do not have an established rental, credit, or employment history, you may still be considered with the payment of an additional Security Deposit or an increased L.O.O.P. Advantage.

Criminal History:

- All details of criminal background will be checked - the following will result in denial of the Application:

Misdemeanor convictions or while serving deferred adjudication for the following:

- Theft of Property: the date of application is within 5 years from completion of sentence
- Damage to Property: the date of application is within 5 years from completion of sentence
- Drug Violation: the date of application is within 5 years from completion of sentence
- Weapons Violation: the date of application is within 5 years from completion of sentence
- Violence: no time limit
- Crime/Injury to Persons: no time limit
- Sexual Offenses requiring registration as a sex offender: no time limit

Felony convictions or while serving deferred adjudication for the following:

- Theft of Property: the date of application is within 7 years from completion of sentence
- Damage to Property: the date of application is within 7 years from completion of sentence
- Drug Violation: the date of application is within 7 years from completion of sentence
- Weapons Violation; the date of application is within 7 years from completion of sentence
- Drug Violation for Manufacturing or Distribution: no time limit
- Violence: no time limit
- Crime/Injury to Persons: no time limit
- Sexual Offenses requiring registration as a sex offender: no time limit
- NSF checks, traffic offenses, DUI's, DWI's city offenses, fish and game offenses, ordinance violations and fraudulent transactions via a check are not deniable offenses.

Occupancy:

- Two persons per bedroom plus one (1) additional person under the age of 3 years may reside in an unit. Once the additional person reaches 3 years of age; at the end of current lease term, you must vacate or transfer to the next size unit; unless this puts occupancy over property maximum for the largest type of unit in the community.

Other:

- An application must be submitted by everyone who is 18 years of age or older who will be occupying the rental unit.
- Everyone 18 years of age or older not listed on the original Lease Contract is required to apply individually for occupancy status and pass a criminal background check.
- You are eligible for a guarantor only if income requirements are not met.
- At any time during the verification process you may be asked to provide additional documentation.
- All Reservation Fees, L.O.O.P. Advantage, Security Deposits and first month's rent are required to be paid by cashiers' check if the move in is within 10 days of the application date.

Cancellations:

- All Reservation Fees are Non-Refundable.

Please note that these are our current criteria. Nothing contained in these requirements shall constitute a guaranty or representation by us that all residents and occupants currently residing in our community have met these requirements. There may be residents and occupants that have resided in our community prior to these requirements going into effect. Our ability to verify whether these requirements have been met is limited to the information we receive from the various resident credit reporting services used. We are an equal housing opportunity provider. All applications will be judged in compliance with all laws prohibiting discrimination including those that prohibit discrimination based upon race, color, religion, sex, disability, familial status or national origin.

Electronic Signature Notice

By electronically signing and accepting this agreement, you acknowledge and represent to us that you have read and understood everything within this document including all 2 parts, Application Agreement and Qualifying Criteria Agreement, and accept and agree to all terms and abide by them. You also agree to the use of electronic documents included with the lease application process, including, but not limited to, this Electronic Signature Notice, and the Lease Contract and related lease documents on this site (collectively, the "Lease Application Documents"), as full satisfaction of any requirement that these documents and their content be provided to you in writing. If you do not agree with any of these terms or the Lease Application Documents to be presented on this site, discontinue the lease application process and do not sign the Lease Application Documents.

YOUR CLICKING ON "I ACCEPT" BELOW INDICATES YOUR SIGNATURE AND YOUR ACCEPTANCE OF THIS NOTICE FOR YOURSELF AND ON BEHALF OF ANY GUARANTORS AND JOINT APPLICANTS (SPOUSE OR ROOMMATES) OF THE LEASE APPLICATION DOCUMENTS FOR WHOM YOU PROVIDE INFORMATION THROUGH THIS SITE.

