



**PURSUANT TO PROPERTY CODE SECTION 92.3515, THE FOLLOWING CONSTITUTE GROUNDS UPON WHICH THE LANDLORD WILL BE BASING THE DECISION TO LEASE A PROPERTY TO THE APPLICANT(S). BASED ON THE INFORMATION THE APPLICANT PROVIDES, THE LANDLORD MAY DENY THE APPLICATION OR MAY TAKE OTHER ADVERSE ACTIONS AGAINST THE APPLICANT, INCLUDING BUT NOT LIMITED TO: REQUIRING A LEASE GUARANTOR (CO-SIGNER) ON THE LEASE, REQUIRING ADDITIONAL DEPOSIT(S), OR INCREASING MONTHLY RENT TO A HIGHER AMOUNT THAN ADVERTISED.**

**Applicant understands and agrees that the application fee paid to process the application is non-refundable once payment has been submitted with the application. Applicant must submit fee within 48 hours of submitting the application.**

**1. ALL APPLICANTS 18 YEARS OLD AND OLDER ARE REQUIRED TO COMPLETE A SEPARATE APPLICATION** that is FULLY completed, dated, and signed. Full names of ALL the occupants, ALL animals, and ALL vehicles must be listed on the application. Please fill in all the blanks with the correct information, or N/A if it does not apply. We must have ALL EMAILS, phone numbers, and COMPLETE addresses, including zip codes. Reports supplied by Applicant(s) will not be accepted.

**2. APPLICATION PROCESSING FEE:** A \$55.00 NON-REFUNDABLE processing fee is charged for each application. A payment link will be sent to your email to pay the processing fee online once the application is received. APPLICATION(S) WILL NOT BE PROCESSED WITHOUT THE APPLICATION PROCESSING FEE.

**3. IDENTIFICATION:** A valid, current Government-issued photo ID is required.

**4. EMPLOYMENT VERIFICATION REQUIREMENTS:** Employment will be verified for all Applicant(s). TWO (2) YEARS of verifiable work history is required. If transferring from outside of the area, a letter of transfer on company letterhead containing salary and hire/start date is required.

Employed Applicant(s) are required to provide the last two most recent company payroll statements identifying the employee, year-to-date pay, and pay period dates. Reliable documentation, emails, telephone numbers and fax numbers for all income sources must be provided.

Self-employed and/or Applicant(s) paid 1099 as a contractor, are required to produce TWO YEARS (2) of signed tax returns including the Profit & Loss form and the previous THREE (3) MONTHS of bank statements showing the account holder's name and all deposit lines. If Applicant has ownership in a company, they are using for an income source to qualify, Applicant is considered self-employed.

Unemployed Applicant(s) must provide proof of income. See #6 below for additional information.

**5. INCOME REQUIREMENTS:** Applicant(s) must have a combined gross income of at least THREE (3) TIMES the monthly rental amount. UNVERIFIABLE INCOME WILL NOT BE CONSIDERED. The Landlord may accept Lease Guarantor in lieu of acceptable credit, income, or Landlord history. A Lease Guarantor must complete an application and be qualified per this Tenant Selection Criteria to qualify as a Lease Guarantor.

**6. ADDITIONAL INCOME SOURCE REQUIREMENTS:** All sources of other income must be verifiable if needed to qualify for an available property. This includes Disability Assistance, Child Support, Unemployment, and Social Security Assistance. Please include verifiable documents and bank statements to validate you are receiving this income source. UNVERIFIABLE INCOME WILL NOT BE ACCEPTED.

**7. CRIMINAL HISTORY SCREENING:** Landlord will obtain a criminal history check on all persons over the age of 18 years old, listed on the application to lease the property or occupy the property. Landlord's decision to lease the property to the Applicant(s) may be influenced by criminal activity in accordance with the Department of Housing and Urban Development guidelines. Criminal history checks include Nationwide Criminal, Sex Offender, and Global Homeland Security searches. Applicants with violent felonies within the last seven years (7) will be denied.

**8. RENTAL HISTORY VERIFICATION:** Current and previous rental history must be verified for a minimum of the last TWENTY-FOUR (24) MONTHS WITH NO INTERRUPTIONS. References must confirm timely payments, required notice of intent to vacate, no complaints regarding disturbances or illegal activities, no NSF checks, no damage to previous rental



units, and no failure to leave the premises clean and without damage at the time of lease termination. ANY APPLICANTS WITH A HISTORY OF EVICTION ACTIONS OR MONIES OWED TO A PREVIOUS/CURRENT LANDLORD WILL BE DECLINED. A Nationwide Eviction Search will be completed on all Applicants.

**9. OCCUPANCY POLICY:** We permit no more than two occupants per bedroom unless local ordinance for particular property states otherwise.

**10. PROHIBITIONS:** Applicant(s) / Tenant(s) may not permit any part of the Property to be used for: (1) any activity which is a nuisance, offensive, noisy, or dangerous; (2) the repair of any vehicle; (3) ANY BUSINESS OF ANY TYPE, including but not limited to child care; (4) any activity which violates any zoning ordinance, owners' association rule, or restrictive covenant; (5) any illegal or unlawful activity; or (6) activity that obstructs, interferes with or infringes on the rights of other persons near the Property.

**11. ANIMAL(S):** We require a pet interview of all animals. If an animal is approved, a minimum \$25 non-refundable pet rent is required per pet, along with an additional \$250 refundable animal deposit, less damage, per animal. Animal Fees and deposits are determined by the advertised rate, set by the individual Landlord or conditional approval. Animal deposits are required within 72 hours of Applicant approval. Max of two (2) pets allowed. A pet is defined as a dog or a cat. Aggressive breeds are prohibited. If you have more than two pets, please contact our office to discuss additional deposits.

**12. SECURITY DEPOSIT:** Applicant(s) are required to sign lease and pay the security deposit 48 hours after approval to secure the unit. The amount of a security deposit will be based upon all information collected and will be equal to no less than ONE (1) month's rent. Deposits may be more for a conditional approval.

**13. EXCEPTIONS TO TENANT SELECTION CRITERIA:** Any exceptions to our Tenant Selection Criteria must be submitted to our office in writing for the Landlord's consideration. If approval is given for such exceptions, an additional security deposit, Lease Guarantor and/or additional advance rent payments may be required.

**14. RISK ASSESSMENT:** "A" rated application is an excellent rating in all categories: credit history, criminal history, employment history/verification, and rental/mortgage history. "B" & "C" rated applications are normally a result of poor credit, while other areas are good. The Landlord may require a double or triple security deposit for their approval of "B" & "C" rated applications. The owner/landlord of the property MUST approve all "B" & "C" rated applications.

**15. LATE FEES:** Rent is due on the 1<sup>st</sup> of every month. Late fees start accumulating on the 5<sup>th</sup> of every month. The initial late fee is \$30. Each day after the 5<sup>th</sup>, an additional \$10 will be added. The maximum late fee is \$100. Once rent has been paid in full, late fees for that month will cease. Partial payments will not be accepted.

**16. RENTERS INSURANCE:** We require every tenant to hold a renters insurance policy throughout the duration of their lease. We require \$100,000 of renter's liability insurance on the property. You will be required to submit proof of such coverage at the time of move in and upon renewal of their policy.

**17. DISCLOSURES:** All information collected for the approval or denial of this application is considered confidential in nature and is for company use only. An Applicant's Leasing Agent is not authorized to negotiate on behalf of Red Pony REI LLC. Verbal representations are non-binding.

If there is more than one (1) Applicant(s) applying for the property, we will request a designated point of contact to directly communicate with throughout the process and notify them of the approval or denial.

In the event an Applicant is denied, an Adverse Action Letter will be mailed and emailed to the Applicant. If an application is denied or another adverse action is taken based upon information obtained from an Applicant's rental history, employment history, credit, criminal, and/or eviction reports, the Applicant will be notified. The Applicant will then be able to contact the consumer credit reporting agency for additional details for report findings.

Red Pony REI LLC does business in accordance with the Fair Housing Act and does not discriminate based on sex, sexual orientation, marital status, race, creed, religion, age, familial status, disability, color, national origin, or any other protected basis.

**18. AUTHORIZATION:** Applicant authorizes Landlord and Landlord's agent, at any time before, during, or after any tenancy, to: (1) Obtain a copy of Applicant's credit report; (2) Obtain a national criminal, sex offender, and global homeland security background check related to Applicant and any Occupant; (3) Obtain a national eviction report; and



(3) Verify any rental or employment history or verify any other information related to this application with persons knowledgeable of such information.

**19. NOTICE OF LANDLORD'S RIGHT TO CONTINUE TO SHOW THE PROPERTY:** Unless Landlord and Applicant enter into a separate written agreement, the Property remains on the market until a lease is signed by all parties, and Landlord may continue to show the Property to other prospective tenants and accept another offer.

**20. PRIVACY POLICY:** Landlord maintains a privacy policy that is available upon request.

**21. FINANCIAL:** Applicant submits a NON-REFUNDABLE Application Processing Fee of \$55.00 to Red Pony REI LLC for processing and reviewing this application. All deposits/fees and the first month's rent are required to be paid via certified funds (cashier's check or money order). This includes animal deposits and pool/spa deposits (if applicable). All deposits, first month's rent, and utility order confirmations are due to our office prior to move-in. Approved Applicant(s) will submit the required deposit(s) and/or additional fees within 72 hours of approval notification. Approved Applicant(s) will be required to pay the first full month's rent on the Residential Lease Agreement commencement start date/move-in date.

**22. ACKNOWLEDGEMENT AND REPRESENTATION:** Signing the application indicates that Applicant has had the opportunity to review Red Pony REI LLC's TENANT SELECTION CRITERIA. The TENANT SELECTION CRITERIA include factors such as criminal history, credit history, current income, and rental history.

Applicant understands that providing inaccurate or incomplete information is grounds for rejection of this application and forfeiture of any application fee and may be grounds to declare Applicant in breach of any lease the Applicant may sign.

Applicant represents that the statements in this application are true and complete.

Per the Uniform Electronics Transaction Act (UETA), I understand that by signing or typing below qualifies as my legally binding signature.

**AFFIRMATION BY APPLICANT:**

By submitting your online application and application fee, you are confirming you have read the TENANT SELECTION CRITERIA Red Pony REI LLC has listed above, and understand that all terms, conditions, and any/all charges due will apply.



### **TENANT RELEASE AND CONSENT**

I/We \_\_\_\_\_, the undersigned hereby authorize all persons or companies in the categories listed below to release information regarding employment, income and/or assets for purposes of verifying information on my/our residential rental application. I/we authorize release of information without liability to the owner/manager of Red Pony REI listed below, and/or Morgan Mason who is the manager.

**INFORMATION COVERED** I/We understand that previous or current information regarding me/us may be needed. Verifications and inquires that may be requested include, but are not limited to: personal identity, employment, income, assets, or child care allowances. I/We understand that this authorization cannot be used to obtain information about me/us that is not pertinent to my eligibility for and continued participation as a Qualified Tenant.

**GROUPS OR INDIVIDUALS THAT MAY BE ASKED** The groups or individuals that may be asked to release the above information include, but are not limited to: Past and Present Employers, Support and Alimony Providers, Educational Institutions, Banks and other Financial Institutions, Welfare Agencies, State Unemployment Agencies, Social Security Administration, Previous Landlords, Veterans Administrations, Retirement Systems, Medical and Child Care Providers

I/We agree that a photocopy of this authorization may be used for the purposes stated above. The /original of this authorization is on file and will stay in effect for a year and one month from the date signed.

I/We understand I/We have a right to review this file and correct any information that is incorrect.

### **SIGNATURES**

_____ Applicant/Resident	_____ (Print Name)	_____ Date
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_____ Co/Applicant/Resident	_____ (Print Name)	_____ Date
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_____ Adult Member	_____ (Print Name)	_____ Date
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_____ Adult Member	_____ (Print Name)	_____ Date
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_____ Apartment Name	_____ Contact	_____ Phone
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