

# **APPLICATION / RENTAL POLICY**

#### Review the following criteria to pre-screen yourself.

**Fair Housing.** American West Realty and Management adheres to Fair Housing Law and does not discriminate against protected classes. To learn more, click here: Fair Housing Law

## **APPLICATION PROCESSING**

**Applying.** Everyone 18 or older must apply, be approved, and be named on the Lease. We use an online application and screening system; if you cannot complete the online application, a staff member can assist you for a fee of \$20 per application plus the Application Fee. Application Fees are not refundable under any circumstance. If two or more people apply together, we will only start processing the application when all party members have submitted a complete application, supporting documentation, and the fee. All applicants must also complete the PetScreening process, even if they have no animals or a service animal. Your application will not be considered complete until the PetScreening requirement is met. Applications are processed on a first-come, first-served basis, and we offer the rental to the first qualified applicant, not necessarily the first one to apply. Delays in completing your application may cause you to lose the opportunity.

**Photo ID.** Each Applicant must provide a current, government-issued photo ID (e.g., driver's license, passport, etc.) with all numbers and security features visible.

**Proof of income.** Income should be three times (3x) the monthly rent and verifiable through three months of pay stubs, bank statements for the last three months, a letter of hire, or other means. Self-employed should submit two years of signed tax returns or IRS 1099 forms. If two people apply together, we can combine their income to meet the requirement. Other forms of income (child support, social security, SSI, etc.) may be considered. Applicants who do not meet income requirements may qualify by providing evidence of a bank account with a minimum balance equal to six months of rent and paying a minimum of three months in advance. When three or more unrelated people apply together, every Applicant must make 2x the rent.

**Credit Report.** We obtain a full credit report for each Applicant to verify their identity, current and past accounts, payment history, credit score, address history, and more. We do not accept reports from outside sources.

**Criminal Background.** The report verifies your identity and checks your criminal history. We are primarily concerned with a criminal history that threatens neighbors, staff, and property or puts us at financial risk. Criminal records are assessed individually, considering facts and circumstances surrounding the case, age at the time of the offense, nature and severity of the crime, amount of time passed since conviction, conduct after sentencing, and other factors. Criminal history that constitutes a threat to the health or safety of others or a risk to the property may result in rejection of the application.

**Rental history.** We will check your rental history by contacting your former landlord (s) and asking about your rent payment history, lease violations, and whether you left the rental clean and in good repair. Ensure your landlord knows you are leaving before we call them for a reference! If you are a homeowner, we can verify your address and mortgage payment history on the credit report. We do not accept Landlord references from family or friends.

**Occupancy Limits.** The occupancy limit is two people per bedroom plus one additional person. Children under two (2) are not counted towards the total. A two-bedroom would allow up to five residents. We may increase or decrease the occupancy limit for a rental based on the unit's overall size, the size of individual rooms, infrastructure (e.g., septic capacity), and other factors.

**Cosigner.** We only allow Cosigners for full-time college students in apartments with an occupancy limit of one person per bedroom. Tenants using a Cosigner cannot rent single-family homes. Each Cosigner must have a credit score of 650 or higher and a gross income of at least 3x the rent. The Cosigner is financially responsible for the Lease but does not have access to or use of the Premises. Except for financial matters, all our communication will be with the actual occupants of the rental. If only one Applicant uses a Cosigner, the Applicant that does not must meet the requirements of an unrelated Applicant.

**Lease Length.** Residential rental rates are advertised for 12-month terms. We may allow for a shorter or longer lease at an increased rate, subject to landlord approval. Please contact the office regarding availability and terms.

**Animals.** Animal policies vary from one rental to another. You must verify the policy for each rental before starting an application. If animals are permitted in a rental, they must first be screened and approved. Additional fees or a rent increase may apply. See our Animal Policy for additional instructions and applicable fees.

**Utilities.** Most rentals require you to establish your utility accounts before occupancy. Utility providers may require an application and/or a deposit. If unsure, contact the office to determine which utilities will be your responsibility and how to establish those accounts. We will not issue keys until we prove you've met this requirement. If you are occupying on a weekend or holiday, you may need to start utilities a day or two early.

**Scoring.** Every application is scored using an objective scoring matrix. Each Applicant is scored individually. If more than one adult intends to rent together, their individual scores are combined for a group score. Your group score determines approval, denial, and risk level. If one individual in a party is denied, the entire group is denied.

Combined Scores 26-30 Well Qualified (1x) 21-25 Qualified (1.5x) 16-20 Low Qualified (2x)01-15 Denied

**Security Deposit**. The amount of Security Deposit is based on your individual or group score. A Low Qualified applicant would pay 2x the monthly rent, whereas a Well Qualified applicant would pay 1x.

American West Realty offers a No-Deposit option to ease the burden of move-in costs. In lieu of a traditional Security Deposit, approved Applicants with a combined score of 21 or higher can choose the No-Deposit option and pay a non-refundable fee with each monthly rent payment.

NOTE: the No-Deposit Option is only available for one-year leases.

Example: for a \$1,000 per month rental and a score of 23, the Applicant could:

- Pay a refundable deposit of \$1,500; or
- Sign up for the No-Deposit option and pay a monthly, non-refundable fee of \$25

After termination, American West Realty will inspect the rental. Any cleaning or repairs will be charged to the Tenant. If the Tenant has a traditional deposit, we will deduct the charges from the deposit and refund any remainder. Under the No-Deposit option, we will withdraw funds from the Tenant's designated bank account.

**Risk Mitigation Fee.** Tenants with a combined score of 20 or lower pose a higher risk of default and must pay a Risk Mitigation Fee of \$750 before they are eligible for the No-Deposit option.

Example: for a \$1,000 rental and a combined score of 19, the Applicant could:

- Pay a refundable deposit of \$2,000; or
- Pay the Risk Mitigation Fee of \$750, then sign up for the No-Deposit option and pay a monthly, non-refundable fee of \$25

#### APPLICATION APPROVAL

Securing A Rental. Once your application is approved, you must pay a Holding Deposit to secure the rental. The Holding Deposit equals one month of rent and must be paid with certified funds (money order, cashier's check, or online through our secure portal). If you fail to pay the Holding Deposit within 24 hours, we may offer the rental to another qualified Applicant. Once payment is received, we remove the rental from the market and hold it until the agreed Lease start date. When the lease starts, the Holding Deposit will be applied toward the first month's rent, Security Deposit, or other charges. Alternatively, you could pay the Security Deposit and sign the Lease Agreement immediately.

#### STARTING THE LEASE

<u>Vacant Rentals</u>: Leases on vacant homes must begin within 14 days of Application approval or the advertised availability date, whichever is sooner. We cannot hold a rental longer than that without payment of rent.

Occupied Rentals: We advertise the availability date based on Tenant move-out and the estimated time needed for cleaning and repairs. While we try to abide by this timeline, circumstances beyond our control may require additional time, so we ask for some flexibility from incoming Tenants.

<u>Late Start Leases</u>: If your lease is scheduled to start after the 20<sup>th</sup> day of the month, we require prorated rent for your first month and rent for the first full month before you can occupy the rental.

**Leasing Fee**. All leases are subject to a \$50 Lease Preparation Fee, disclosed in our marketing. This covers the administrative costs of preparing and signing a new Lease Agreement.

**Move-In Condition.** We prefer applicants visit the property in person before applying, but we understand that isn't always possible. If you apply for a property sight unseen, you are electing to accept it in its current condition, at your choosing and for your convenience. We are not be obligated to perform additional cleaning, decorating, altering, repairing, or otherwise improving the rental, either before or after the execution of this lease.

**Cancellation.** If the Applicant fails to take responsibility for the rental by the agreed date, termination penalties will be dictated by the Holding Agreement or Lease Agreement.

**Lease signing.** Each adult occupant must review and sign the Lease Agreement, even if they are not paying a share of the rent. American West Realty will allow everyone to review all documents before signing. If you do not understand the agreement or its effects, we recommend you review it with an attorney before signing.

**Moving in.** Keys are issued after all parties sign the Lease Agreement, pay the charges, establish utilities, and meet all other requirements. Keys are issued during regular business hours. If you intend to move in outside of regular business hours, coordinate with the office so we can provide access.

Rent payments. Rent is always due on or before the first day of each month. We will not negotiate the due date for rent based on your pay periods, disability payments, social security, or any other reason. You are responsible for budgeting your income to ensure rent is always paid on time. If your first day of occupancy is after the first day of the month, we will prorate your rent for the first month, and then all months after that will be due on or before the first.

Commercial Tenants. At their discretion, the owner may consider a month-to-month lease for commercial Tenants such as traveling nurses or construction crews. To determine the commercial rent rate, we combine the base rent, utilities, landscaping, and other expenses (TV, internet, etc.), then increase that amount by 50%. This rate will be based on a limit of one person per bedroom. Additional occupants will increase the monthly rent rate by \$100 for each additional person. There will be a mandatory cleaning fee of \$200 per bedroom. If the Agent is hired to set up and monitor utilities, TV, internet, landscaping, or other services, the Tenant shall pay a \$500 Administrative Fee.

**End of Lease / Move-Out.** After the move-out inspection, we will give you an itemized list of charges for cleaning and repairs (above ordinary wear-and-tear). If you paid a traditional deposit, the charges will be deducted from the deposit held, and we will refund any remaining balance. If you use the No-Deposit option, or if your charges exceed the deposit held, the charges owed will be withdrawn from your designated bank account.

# RESIDENT BENEFIT PACKAGE (pricing varies)

The American West Realty and Management Resident Benefits Package (RBP) delivers savings and convenient, professional services that make taking care of your home second nature. By applying, the Applicant agrees to pay up to \$46.95 per month with rent.

Your RBP may include, subject to property mechanicals or other limitations:

- HVAC air filter delivery directly to your door approximately every 90 days
- Liability Insurance that meets all lease requirements from an A-rated carrier
- Move-in concierge service that helps you set up utility, cable, and internet services
- A resident rewards program that helps you earn rewards for paying your rent on time
- Credit building to help boost your credit score with timely rent payments
- \$1M Identity Fraud Protection for all adult leaseholders
- 24/7 online maintenance reporting
- Home buying assistance for when the time is right to buy your "forever" home
- Online portal that includes access to your account, documents, communication and payment options
- Vetted vendor network: we find technicians who are reputable, licensed, and insured

### **Liability Insurance Requirements and Options:**

The Landlord requires the Tenant to obtain liability coverage of at least \$100,000 in property damage and personal liability from an A-rated carrier and to maintain such coverage throughout the entire term of the lease agreement. Tenant must furnish Landlord evidence of the required insurance before occupancy, at the time of each lease renewal period, and upon request.

To satisfy the insurance requirement, the Tenant may either (1) be automatically enrolled into the Landlord or Property Manager's Master Policy that satisfies the coverage requirements as part of the RBP or (2) obtain alternative liability coverage from an insurer of the Tenant's choice that meets the requirements set by the Landlord herein. The option the Tenant chooses shall not affect whether the Tenant's lease application is approved or the terms of the Tenant's Lease. Tenant's election shall be determined by the actions of the Tenant as provided below:

**Option 1:** Master Policy (Automatic Enrollment) – If the Tenant does not provide evidence of the required insurance coverage by the Lease commencement date, Tenant has elected to be automatically enrolled into an insurance policy as part of the RBP. Coverage will begin on the effective date of Tenant's lease and continue throughout the term of the Lease. The monthly premium for the elected insurance policy is \$11.95. Please refer to the evidence of insurance that is supplied by the insurance carrier for additional coverage details.

**Option 2**: Tenant Policy (Policy Verification Required) - Tenant has elected to find, purchase, and maintain Tenant's policy that satisfies the Landlord's coverage requirements. Tenant must provide evidence of the required insurance coverage by the Lease commencement date. The RBP Fee will be adjusted accordingly. Visit <a href="http://insurance.residentforms.com/">http://insurance.residentforms.com/</a> and follow the instructions listed there to provide evidence of the required insurance coverage to your Landlord.

#### Please be sure that your policy meets the following criteria before submitting:

- Policy is purchased from an A-rated carrier
- Policy meets or exceeds the required \$100,000 in property damage and personal liability
- American West Realty & Management is listed as additional interest
- American West Realty & Management address is listed as: PO Box 660121 Dallas, TX 75266

It is Tenant's sole responsibility to timely pay premiums directly to the Tenant's insurance provider to avoid cancellation of coverage. If the policy is canceled or lapses at any time during the term of the Lease, Tenant shall be subject to a lease violation fee of \$25 and agrees to be subsequently enrolled into the policy referenced in Option 1 above.