



APPLICATION / RENTAL POLICY

All Applicants (18 or older) will be charged a non-refundable \$30 application fee.

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 Process. Everyone 18 years old or older must submit their own application. We use an online application screening system; if you are unable to complete the online application, a member of our staff can assist you for an additional fee. Application fees must be paid online or in the office with certified funds and are non-refundable. If two or more people apply together, we will start processing the application once each member of the party has submitted a complete application and the supporting documentation. We process applications on a first-come, first-serve basis. Any delay in submission may cause you to lose the rental.

Scoring. We screen everyone using an objective scoring system, available for review on our web site. Your score places you in one of three categories: Approved, Approved with Conditions, or Denied. Approved with Conditions means you present an increased risk and we will require an increase in the rent and/or deposit. If two or more people apply together, the individual scores are combined to create a group score and determine which category you fall in. If one individual is denied, then the entire group will be denied.

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

Proof of income. Income should be three times (3x) the monthly rent and verifiable through two months of pay stubs, three months of bank statements, or a letter of hire. Self-employed may be required to produce two years of signed tax returns or IRS 1099 forms. If two people apply together, we can combine the income to meet the requirement. Other forms of income (child support, social security, SSI, etc.) may be considered. Applicants that do not meet the income requirements may qualify by providing evidence of a bank account with a minimum balance equal to six months of rent, verifiable for the last six months, and willing to pay a minimum of three months rent in advance. When three or more unrelated people apply together, each individual Applicant must make 2x the rent and have a credit score of 620 or higher.

Credit and Criminal. We obtain a full credit / criminal report for each Applicant. We do not accept reports from any outside source. The report verifies your identity and checks criminal history, eviction history, address verification, and a detailed credit report. If you have questions about what may disqualify you, please contact the office. Some criminal offenses that may result in automatic denial include, but are not limited to, violent crimes, sex offenses, terrorist threats, and possession or distribution of illegal weapons or substances. Exceptions may be made depending on the type and/or age of offense.

Rental history. We do not rent to anyone with an eviction in the past five years or with outstanding debt to a Landlord or Property Manager. We will check your rental history by contacting former Landlord(s) and asking about your rent payment history, lease violations, and if you left the rental clean and in good repair. Make sure your Landlord knows you are leaving before we call them for a reference. If you were a homeowner, we'll verify your address and mortgage payment history on the credit report. We do not accept references from family or friends. Any evictions within the past five years will result in an automatic denial. Broken leases are considered on a case-by-case basis.

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

Cosigner. We only allow Cosigners on apartments for college students, with an occupancy limit of one person per bedroom. Each Cosigner must have an individual credit score of 700 or higher and gross income of at least 3x the rent. The Cosigner is financially responsible for the Lease but does not have access or use of the property. All communications will be through the actual residents except for financial matters. If only one Applicant uses a Cosigner, the Applicant that does not use a Cosigner must meet the requirements of an unrelated Applicant.

Securing A Rental. If the unit is vacant and you are ready to move in quickly, you will have to pay the Security Deposit in full within 24 hours using our Billing Authorization Service, Obligo. If you fail to pay the deposit, we may offer the rental to someone else. If you want us to “hold” a rental until you are ready to occupy, we can pay a Holding Deposit. At that point, we will remove the rental from the market and hold it for you. We typically do not hold a vacant rental for more than seven days before we expect you to start paying rent and other costs. We can request a longer hold from the Landlord but you should not expect long hold times.

Cancellation. If you fail to sign the lease and take responsibility for the rental by the agreed date, you will forfeit all deposited funds and we will place the rental back on the market.

No-Deposit Option. Qualified Applicants may choose the “no-deposit” option through our partner, MyObligo.com. In lieu of a large deposit up front, Applicants can pay a smaller, non-refundable fee. At the end of your lease, American West Realty will inspect the rental, present you with any charges due, and then collect via MyObligo.

Move-In Condition. Applicants understands the rental was represented through marketing materials designed to attract applicants for in-person inspections. Applicants were given the opportunity to inspect the rental prior to signing any agreement. If you waive your opportunity to inspect, at your own choosing and for your own convenience, you accept the rental in “as is” condition. Landlord will not be obligated to clean, decorate, alter, repair, or otherwise improve the rental, either before or after the execution of this lease, unless agreed to in writing first.

Animals. We encourage our Landlords to accept animals in their rentals but some Landlords won’t allow them. Please verify the animal policy before starting the application process. We typically limit rentals to no more than two animals. The City of Powell has a city-wide restriction of two animals per property and they must be registered. See our Animal Policy for additional guidance.

Utilities. American West Realty has partnered with SimpleBills to make moving in a breeze! Set up your account through Simplebills and all utilities will be charged to you without deposits, multiple charge dates, or other complications. When you give notice to move out, SimpleBills will charge you for prorated use through the day of occupancy so you don’t have to remember to close your accounts.

Short-term Rentals. For residential rentals, we may authorize a 6-month lease for a 25% increase to the monthly rent, subject to Owner approval.

Short-term Commercial. For commercial renters (companies renting housing for traveling nurses, construction crews, etc.) we may be able to authorize a month-to-month lease. To determine the commercial rent rate, we add the basic rent, utilities, and landscaping and then increase that amount by 50%. The cost of TV, internet, or furniture rental will be added to the commercial rent rate. We require a security deposit equal to two months of rent, a cleaning fee of \$200 per bedroom, and an administrative fee of \$500 to cover setup of utilities, landscaping coordination, and other added services. Rates are based on one person per bedroom and \$100 per month for each additional person. Occupancy limits apply.

Smoking. We do not allow smoking inside any of our rentals, garages, or outbuildings. Smoking should be at least ten feet from any shared entrance/exit. Some properties do not allow smoking anywhere on the premises.

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, etc. It is your responsibility to budget 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 that first month and then all months after that will be due on or before the 1st. If you move in on or after the 20th day of the month, you must pay the prorated rent for that month and the full amount for your second month’s rent.

Lease signing. Each adult occupant must review and sign the lease agreement, even if they are not paying a share of the rent. We will give everyone the opportunity to review the lease agreement and all applicable addenda prior to signing. If you do not understand the agreement or its effects, we recommend you contact an attorney before signing.

Occupancy. Keys are issued after the lease is signed by all parties and on the day of occupancy. Keys are issued during normal business hours. If you require keys outside of normal business hours, we may coordinate after-hour access for a fee. Contact the office for more information.

FEES AND DEPOSITS

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| Application | \$30 per person | Paid online with application for every individual 18 or older. Non-refundable. |
| Security Deposit | 1x – 2x monthly rent | Depends on application score. Due once approved. Once paid, deposit is non-refundable. |
| No-Deposit Option | \$9.90 a month and up, paid in advance | For qualified Tenants. Price varies based on your application and deposit amount. |
| First Month's Rent | Prorated | Due in certified funds before you receive keys |
| Resident Benefits Package | \$20 per month | Charged with monthly rent, see details below. |
| Utility Processing Fee | \$11.95 per month | All utilities charged on one convenient bill with monthly processing fee. Pay with bank account or credit/debit card. |
| Pet Application Fee | \$20 for first animal | Paid online with application. Subsequent applications are \$10 each. |
| Pet Fee | \$25 - \$75 monthly | Charged with monthly rent. See Animal Policy for more information regarding Animal requirements. |
| Late Fee | \$50 or 5% of rent, whichever is greater | Due immediately with rent payment |
| NSF Fee | \$50 | Due immediately with rent payment |

RESIDENT BENEFIT PACKAGE: \$20 per month

The Resident Benefits Package is included with all lease agreements. Tenants cannot opt out of the Resident Benefits Package but the cost may be reduced to \$10 a month if you provide proof of your own renters insurance paid through the term of your lease or if you list American West Realty and Management as “Additional Insured” or “Additional Interest”.

1. Asset Protect Renters Insurance
 - a. No application, one policy covers all Residents
 - b. \$100,000 accidental damage to the rental caused by fire, water damage, falling objects, etc.
 - c. \$10,000 in Bodily Injury
 - d. \$10,000 in Resident's personal belongings
 - e. \$5,000 towards accidental pet damage, bed bugs, or bacteria/fungi
2. No security deposit option for qualified residents through MyObligo
3. Utility management through SimpleBills
4. 24/7 Tenant Portal for communication, payments, maintenance, and more
5. No fees for in-person checks, money orders, cashier checks
6. No fees for online ACH payments
7. 24/7/365 emergency maintenance response line
8. One-time NSF Fee forgiveness