

# Application To Rent

An H.G. Fenton Community

Desired Apartment Number	Application Date	Projected Move-In Date
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## Applicant Information

Applicant's Last Name	First Name	Middle Initial	Date of Birth	Driver's License Number And State	Social Security Number
Applicant's Current Phone Number (Home, Work or Cell)			Applicant's Email Address		
Do you have a pet?			Type and weight of pet		
Additional Persons To Occupy Residence (including minors) <b>An individual application is required if the additional person(s) to occupy the residence is 18 years of age or older.</b>					
			Date of Birth		
			Date of Birth		
			Date of Birth		

## Current Residency

Applicant's Current Address	Number	City	State	Zip	Number of years at this address:
Monthly Payment/ Rental Rate:	Current Landlord or Lender			Current Landlord or Lender Phone Number	

## Employment Information

Current Employer	Street Address	City	State	Zip
Employer Phone Number/Contact	Start Date	Occupation	Monthly Salary	
Source Of Additional Income			Additional Income Monthly Amount	

## Banking Information

Name of Bank/Credit Union	Checking or Savings Account Number	Phone Number
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## Other

Emergency Contact	Relationship	Address	Phone Number
Have you filed for bankruptcy in the last 7 years?			
Have you ever been evicted or asked to move?			
Have you ever been convicted for selling, distributing, or manufacturing illegal drugs?			
Would you like a copy of your credit report? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide us with your mailing address if different than above _____			

By signing below, you acknowledge you have read, understand and accept the Terms and Conditions (attached hereto) which together with this document constitutes the Application.

\_\_\_\_\_  
Applicant Signature / Date

## Terms and Conditions

Once you sign this Agreement, and we receive your non-refundable \$35.00 application fee (per applicant) plus a \$100.00 holding deposit, the premises will be taken off the rental market and reserved for you. The rental agreement will be subject to our acceptance of your application, and subject to applicant and Owner/Agent entering into a separate rental agreement. Applicant represents that all of the above statements are true and correct and hereby authorizes verification of the above items, including but not limited to, the obtaining of a credit report and agrees to furnish additional credit references upon request.

Owner/Agent will require a payment of \$35, which is used to screen Applicant. The amount charged is itemized as follows:

1. Actual cost of credit report is \$9
2. Administration Cost is \$26

Applicant understands that the fee paid to process the application in no way represents approval for residency. In addition, this payment is considered a processing fee, and will not be applied toward the security deposit balance, should the application be approved. Applicant has read and understands the charges above and the qualification standard by which the application will be evaluated. Applicant further understands that if applicant is applying for the "priority reservation list", there is currently no apartment home available or that meets applicant's housing requirements, and there is no guarantee of an apartment home that fits the applicant's qualifications and standards in the future. The application fee is, in all circumstances, non-refundable.

Applicant consents to allow previous Owners/Agents to disclose tenancy information to Owner/Agent. The rental agreement is made on the basis of this application and the undersigned applicant agrees that if any information contained herein is false the Owner/Agent has the option to terminate the rental agreement. All residents must sign the rental agreement, provide utility account numbers, vehicle information and pay monies specified in the rental agreement before keys will be issued.

### 1. Reservation Request/Holding Deposit Agreement

**Full Refund of Holding Deposit for 72 Hours.** If you notify us within 72 hours of submitting the application that you are withdrawing your application, you will receive a full refund of your holding deposit (subject to your check clearing the bank). However, application fees are not refundable if we have already processed the application.

**Retention by Owner/Manager of Holding Deposit.** If you do not notify us within 72 hours of submitting the application that you are withdrawing your application, the \$100.00 shall be retained by the Owner/Agent. Application fees are not refundable if we have already processed the application.

**Denial of Application–Deposit Refund.** If your application is not approved, we will refund your entire deposit amount within 21 business days from the date you are notified that the application was not approved (subject to your check clearing the bank).

**Miscellaneous:** If we are unable to deliver possession of the premises to you on the scheduled move-in date for any reason, we will not be liable for the delay, nor will this affect the validity of this Agreement or the rental agreement, nor extend the term of any rental agreement. However, rent will not accrue under the rental agreement until possession of the premises is tendered to you. If we have not tendered possession of the premises to you within three days of the scheduled move-in date, you may withdraw your application and/or terminate the rental agreement at any time until we tender possession of the premises to you.

### 2. Priority Reservation Program

The Priority Reservation Program provides applicant the opportunity to reserve an apartment or floor plan when either the apartment or floor plan is not currently available or when the applicant wishes to rent an apartment or floor plan in the future. When an apartment or floor plan becomes available, Owner/Agent will contact the first applicant on the Priority Reservation list and applicant will have 24 hours from the time Owner/Agent contacts them to advise Owner/Agent of applicant's interest in renting the available apartment or floor plan. If the applicant does not respond, the next applicant on the Priority Reservation list will be contacted and offered the apartment or floor plan to rent.

Applicant agrees to pay the sum of \$35.00 as an application fee (per applicant), which is non-refundable. Applicant also agrees to pay the sum of \$100.00 as a Priority Reservation deposit. The Priority Reservation deposit is non-refundable and forfeited as liquidated damages if applicant withdraws from the Priority Reservation Program after an apartment or floor plan is made available and offered to applicant to rent.

### 3. Resident Screening Report Authorization and Notice

As part of Owner/Agent screening procedure for residency, Owner/Agent will obtain the following reports about you: ScorePlus; Experian Credit; Registry Check; and, Credit Report Address Information.

The reports may contain information about your character, general reputation, personal characteristics and/or mode of living, and will be used, in part, to verify information contained in your application for residency. The reports will be obtained from the following company: First Advantage SafeRent, ATTN: Consumer Relations Department, 11140 Rockville Pike, PMB 1200, Rockville, MD 20852, Ph. (888) 333-2413.

A summary of consumer rights under the California Investigative Consumer Reporting Agencies Act, California Civil Code §1786.22 is below. Owner/Agent reserves the right to verify any information provided by you in your application by any other method allowed by law.

By agreeing to the Terms and Conditions, Applicant authorizes Owner/Agent to obtain the indicated reports. Additionally, if Applicant is applying for residency with a Co-applicant, Applicant authorizes Owner/Agent to release any and all information related to the application for residency (including the application form, the credit reports, the reports indicated above in this Section, and any notice of adverse action related to these items), to Applicant's Co-applicants. Owner/Agent will provide Applicant with a copy of the reports at Applicant's request. If Applicant requests a copy of his/her reports by selecting "Yes" on the application, they will be sent to Applicant within three business days after Owner/Agent receives the reports.

#### **Summary of Rights Under the California Investigative Consumer Reporting Agencies Act California Civil Code § 1786.22**

You have a right under California law to inspect files maintained on you by an investigative consumer reporting agency pursuant to any of the following procedures, during normal business hours and on reasonable notice:

- 1) You may personally inspect the files if you provide proper identification (e.g., valid driver's license, social security account number, military identification card, credit cards), and may receive a copy of the file for the actual cost of duplication services provided.
- 2) You may make a written request, by certified mail and with proper identification, as described above, for copies to be sent to a specified addressee.
- 3) You may make a written request, with proper identification as described above, for telephone disclosure of a summary of information contained in your files, if any toll charge is prepaid by or charged directly to you.

If you are unable to provide "proper identification" through the types of cards or numbers listed above, the agency may require additional information concerning your employment and personal or family history in order to verify your identity.

The agency must provide trained personnel to explain to you any information that the agency is required to furnish to you from your file. The agency also must provide you with a written explanation of any coded information contained in your files at the time your file is provided to you for inspection. You are permitted by law to be accompanied by one other person of your choosing when inspecting your files. That person must furnish reasonable identification. The agency may require you to provide the agency with a written statement granting permission to the agency to discuss your file in such person's presence. The agency also is not required by law to make available to you the sources of information in your files, although such information would be obtainable through discovery procedures in any court action brought under the Investigative Consumer Reporting Agencies Act.

#### **4. Resident Selection Criteria**

H.G. Fenton Company supports fair housing laws, prohibiting discrimination in housing. Owner/Agent does not discriminate on the basis of any Federal protected class including race, color, religion, sex, national origin, familial status and handicap, or on the basis of any class protected by California law such as marital status, gender identity, sexual orientation, age, ancestry, source of income, medical condition or any other arbitrary basis. The following qualification standards will be required from every prospective resident. They include, but are not limited to:

##### **Identification**

If Applicant plans to view the apartment home in person, Applicant will be required to present valid government issued photo identification at that time.

**Credit History:** An unsatisfactory credit report can disqualify an applicant from renting an apartment home at this community. An unsatisfactory credit report is one that reflects past or current bad debts, late payments or unpaid bills, liens, judgments or bankruptcies. If an applicant is rejected for poor credit history, the applicant will be given the name, address and telephone number of First Advantage SafeRent, who provided the credit report (but not be told the content of the credit report). An applicant rejected for unsatisfactory credit is encouraged to obtain a copy of the credit report from First Advantage SafeRent, correct any erroneous information that may be on the report, and resubmit an application to this community.

**Income:** Written verification of income is required (i.e. Two current, consecutive original pay stubs, Two current consecutive original Bank Statements, most recent tax return, most recent W2, employment contract or offer letter on company letterhead, certified verification from company accountant or government or legal documents detailing benefits.) Applicants must make 3 times the monthly rental amount to qualify.

##### **Evaluation**

H.G. Fenton 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 "Rental Scoring and your Rental Application".

#### **5. Rental Scoring & Your Rental Application**

Many Owners/Agents rely upon "Rental Scores" to estimate the relative financial risk of leasing an apartment to you. In addition to estimating risk, rental scores are an objective and consistent way of reviewing relevant applicant information, and help speed the application approval process.

##### **How is my rental score determined?**

Rental scoring systems assign points to certain factors identified as having a statistical correlation to future financial lease performance. Your rental score results from a mathematical analysis of information found in your credit report, application, and previous rental history. Such information may include your bill-paying history, the number and type of accounts you have, collection actions, outstanding debt, income, and the number of inquiries in your consumer report. The final number, or rental score, represents an estimated level of risk as compared to the performance of other consumers in a range of scores.

The rental scoring was used was created for the purpose of treating all applicants consistently and impartially, without regard to subjective criteria.

##### **How is my rental score used?**

Rental decisions are based upon how much risk an Owner/Agent is prepared to accept. Each Owner/Agent, therefore, sets the minimum score required for approval of an application. It is possible for your rental score to yield different results depending upon where you apply. Your rental score might mean a denial at one property, while the same score might be approved at another. It all depends upon the risk an Owner/Agent is prepared to accept.

##### **What can I do to improve my rental score?**

Your rental score may change if the underlying information it is based upon changes. The total improvement, however, generally depends on how that factor relates to other factors considered by the scoring system. Nevertheless, to improve your rental score, concentrate on paying your bills on time, paying down outstanding balances, and not taking on new debt. Your chances of approval should also improve if you apply for an apartment with lower monthly rent.

**Where can I have my score explained?**

Should your application be denied based upon your rental score, you can learn which factors most negatively influenced your score by contacting the consumer reporting agency listed below. Additionally, you can obtain a free copy of your consumer report, if you make the request to the consumer reporting agency within 60 days of the denial. First Advantage SafeRent, Attn: Consumer Relations Department, 11140 Rockville Pike, PMB 1200, Rockville, MD 20852, Phone (888) 333-2413.