

**TOMLINSON AND ASSOCIATES, INC.
COMMUNITY RENTAL POLICY**

Equal Housing:

All of our communities are equal housing opportunity providers. We do not discriminate on the basis of race, color, religion, sex, disability, familial status (having children under the age of eighteen (18)), or national origin.

Availability:

Applications for apartment homes will be accepted on a first-come, first-served basis and are subject to the availability of the apartment type requested.

Rental Application:

Rental applications are to be completed by each applicant. Any omissions or falsifications may result in rejection of an application or termination of a lease. A driver's license or other legal photo I.D. will be required for identification, and a copy of the document will be retained in the lease file.

Security Deposit:

A reservation deposit must be submitted with the applicant for residency, with a non-refundable application fee(s). If the application is accepted, the reservation deposit will be applied toward payment of the security deposit, and if for any reason management decides to decline the application, management will refund the reservation deposit in full. If the application is approved and the applicant fails to occupy the premises on the agreed upon date, except for delays caused by the holding over of a prior resident, management will retain the deposit.

Screening Criteria:

The following factors shall be used in screening applicants for occupancy:

Credit Check: An unsatisfactory credit report can disqualify an application from renting an apartment home at this property. An unsatisfactory credit report is one that reflects current bad debts, unpaid bills, liens, judgments, or bankruptcies. If an applicant is rejected for poor credit history, the applicant will be informed of the reason for the rejection and the name, address, and telephone number of the credit-reporting agency from which the information was obtained. The applicant will not be told of the content of the credit report. An applicant rejected for unsatisfactory credit is encouraged to obtain a copy of their credit report from the credit-reporting agency, correct any erroneous information that may be on the report, and resubmit the application to this property. Applicants who are in bankruptcy or credit counseling, who provide evidence of currently paying bills and the ability to pay the required rent, will be regarded as having a marginal credit history. All applicants are subject to the other criteria for qualification.

Income/Employment: Monthly rent shall not exceed 1/3 of the resident's gross monthly income. Married couples and roommates are allowed to qualify by using combined income. Allowances from inconsistent income such as alimony, child support, commissions, or tips will require written verification. In the event an applicant is self-employed, written verification of two previous year's income must be provided. Applicant must show at least one-year stable employment history with income meeting designated requirements.

Residency: References shall be required from present and previous landlords for a minimum of two years prior to application. An applicant may be rejected if there has been a failure to make rental payments in a timely manner; responsibility for disturbing the safety, security, and right to peaceful enjoyment of other residents, or lack of sufficient notice with damages expected.

This community may obtain a criminal background check on all applicants. A criminal background check, which reveals the conviction of a felony offense (including a plea of guilty) or a history of involvement in criminal conduct, may disqualify an applicant from renting an apartment home.

If an application is denied due to negative and adverse information reported by a screening company, the applicant will be directed in writing to contact the screening company and will be given the phone number.

Co-Signers:

In the event a co-signer is permitted, they must fill out an application, pay an additional application fee and meet all income and qualifying criteria. A co-signer will be fully responsible for the lease if the occupying resident defaults. Co-signers are not permitted in the event of unsatisfactory credit. Co-signers must complete a guarantor form and sign all lease documents.

Roommates:

Each must qualify for residency individually, as outlined above, each may be fully responsible for the entire rental payment, (see Roommate Addendum) and each must execute the lease and all other addenda.

Occupancy Standards:

A. Occupancy Policy

1. A maximum of two persons per one bedroom apartment, four persons per two bedroom apartment, and six persons per three bedroom apartment subject to the exceptions and qualifications set forth in paragraphs A. 3-6 and B. 1-2, below. Lofts and dens will be considered bedrooms for purposes of occupancy;
2. The maximum number of adults who may occupy any apartment is three. In one bedroom apartments, the maximum is two adults;
3. Gender shall not be considered, nor age or the relationship of occupants in determining whom may reside in a unit, except for the exemption in paragraph A. 4, below, and except for a limitation on the number of adults (people over the age of eighteen (18)) consistent with paragraph A. 2, above;
4. The following is a special exemption for three bedroom units only (including two bedroom with den, and two bedroom with loft units):

if the seventh person in a family group wishing to rent a three bedroom unit is an infant (defined as a child twelve months of age or younger), the family group will be granted an exception from the occupancy policy to allow up to seven (7) people to occupy the apartment. This exemption shall expire upon the end of the lease term following the infant’s second birthday;

5. For the purposes of determining the maximum number of occupants who can reside in an apartment, the number of persons in a household is to be counted as of the date of lease signing; therefore, unborn children will not be counted as additional occupants. In accordance with applicable HUD regulations and/or guidelines, including, “Occupancy Requirements of Subsidized Multifamily Housing Programs,” Handbook 4350.3, the unborn child may be counted at the family’s request to make the family eligible for a larger unit, provided that the family’s eligibility for the smaller unit is not affected;
6. The addition of a child to a family during the lease term will not affect the family’s continued occupancy; however, if the additional child causes the family to exceed the above occupancy policy, the lease will not be renewed at the end of the term. In the case of the addition of an infant (as defined above) by birth or adoption, the family shall have until the end of the lease term following the infant’s second birthday to comply with the occupancy policy.

B. Hardship Exemption

In the event:

1. the property has no units available that are of the correct size for a family, but the property does have units of the correct size; and
2. the family otherwise would be homeless through dispossession or lack of current housing;

the family will be permitted to occupy a unit one size smaller than provided under the occupancy policy if such a unit is available. In the event the family accepts housing under this hardship exemption, the family agrees to transfer to the next available unit of the correct size upon thirty (30) days notice.

Renter’s Insurance:

All residents are encouraged to secure a renter’s insurance policy to insure against loss or damage of the resident’s personal effects, which are not covered under the community’s insurance policy.

Animals:

Unless specifically authorized in this development and documented by a separate animal addendum, the payment of an additional refundable deposit and nonrefundable fee or a verified reasonable accommodation request for a companion or service animal*; absolutely no dogs, cats, birds, reptiles, or other animals of any kind are allowed within the development. The following restrictions apply:

No more than two animals are allowed per apartment home.

Must be at least one year old*.

Animals may not exceed the accepted weight limit at the community*.

Management has the right to restrict animals other than cats, dogs, birds, or fish.

* A companion or service animal is permitted for any resident that is disabled as defined by federal law and needs the animal to have any equal opportunity to use and enjoy the community. A reasonable accommodation form must be completed and verified. A companion or service animal does not have any weight or age restrictions or require any additional fees or deposits, but it may not interfere with the rights of other residents to enjoy the premises.

Applicant's Signature _____

Date: _____
Date: _____

**A TOMLINSON & ASSOCIATES COMMUNITY
APPLICATION FOR RESIDENCY**

						Office Use
Name	SSN	Birthdate			Apt. #	
(Applicant)	Drivers Lic. No. & State				Apt. Type	
Name	SSN	Birthdate			Move In	
(Spouse)	Drivers Lic. No. & State				Mo. Rent	
						Concess
OTHER OCCUPANTS						Agent
Name	Birthdate	Relationship			VERIFICATIONS	
Name	Birthdate	Relationship			Past Res.	
Name	Birthdate	Relationship				
Name	Birthdate	Relationship				
AUTOMOBILES						
	Make	Model	Year	Tag No.		Empl.
	Make	Model	Year	Tag No.		
DESCRIPTION OF PET						Credit
Type	Breed	Weight				
PRESENT ADDRESS						FURTHER REQ.
Street	City	State	Zip			Guarantor Form
Home Phone						Rec'd. Date
Own	Rent	Rental Rate\$/month	Dates:			
Owner/Manager						Roommates Appl.
Name	Phone No.					Rec'd. Date
PREVIOUS ADDRESS						
Street	City	State	Zip			Copy of Driver's License
Own	Rent	Rental Rate\$/month	Dates:			Rec'd.
Owner/Manager						Security Deposit
Name	Phone No.					Paid:
EMPLOYER						Non-refundable Clean Fee
(Applicant)	Position					Paid:
Street	City	State	Zip			Pet Deposit
Employed Since	Phone	Mo. Salary\$			Paid:	
Previous Employer	Position					Non-refundable Pet Fee
Empl. Dates	Phone No.					Paid:
EMPLOYER						Application Fees
(Spouse)	Position					Paid:
Street	City	State	Zip			APPROVAL
Employed Since	Phone	Mo. Salary\$			YES	
Previous Employer	Position					NO
Empl. Dates	Phone No.					If No, Reason:
OTHER INCOME						
BANK						Mgr. Initials:
Name	Branch	Account No.	Checking	Savings		Date:

SEX IS REQUESTED ON THIS APPLICATION ONLY TO ASSURE THAT _____
 COMPLIES WITH FEDERAL LAWS PROHIBITING DISCRIMINATION AGAINST TENANT APPLICANTS ON THE BASIS
 OF RACE, COLOR, NATIONAL ORIGIN, RELIGION, SEX, FAMILIAL STATUS, AGE AND DISABILITY. YOU ARE NOT
 REQUIRED TO PROVIDE THIS INFORMATION. THE INFORMATION WILL NOT BE USED TO EVALUATE YOUR
 APPLICATION OR DISCRIMINATE IN ANY WAY.

	Sex	Race / National Origin		Sex	Race / National Origin
Head:	_____	_____	Member:	_____	_____
Member:	_____	_____	Member:	_____	_____
Member:	_____	_____	Member:	_____	_____

NEAREST RELATIVE: Name: _____ Phone No. _____
 Address: _____

EMERGENCY CONTACT: Name: _____ Phone No. _____
 Address: _____

Referred to our Community by: _____

What most influenced your decision to rent at this development? _____

HAVE YOU EVER BEEN CONVICTED OF A FELONY OFFENSE? _____

HAVE YOU EVER FILED PETITION FOR BANKRUPTCY? _____

HAVE YOU EVER BEEN EVICTED FROM ANY TENANCY? _____

HAVE YOU EVER WILLFULLY OR INTENTIONALLY REFUSED TO PAY RENT DUE? _____

The Applicant recognizes that the Owner/Agent may investigate the information supplied by the applicant and a full disclosure of pertinent facts may be made. The applicant agrees that the Owner/Agent may terminate any agreement entered into in reliance of misstatement made.

The Applicant has submitted the sum of \$_____ which is a non-refundable payment for a credit check and processing charge of this application. Such sum is not a rental payment or security deposit. This amount will be retained by management to cover the cost of processing application as furnished by the applicant; any false information will constitute grounds for rejection of application.

I hereby deposit \$_____ with Management in order to reserve an apartment in connection with this Application for Residency. If for any reason, Management decides to decline my application, the Management will refund the entire \$_____ to me in full.

If I cancel my reservation, or fail to complete the Rental Agreement, I understand that the landlord may have made the apartment unavailable to other applicants and the landlord will retain the \$_____ as liquidated damages.

I DECLARE THE FOREGOING TO BE TRUE UNDER PENALTY OF PERJURY.

Date _____

Applicant _____

Spouse _____