

## STATEMENT OF RENTAL POLICY QUALIFYING CRITERIA AND APPLICATION SCREENING AUTHORIZATION ACKNOWLEDGMENT

The following Application Agreement will be signed by you and all co-applicants prior to signing a Lease Contract. While some of the information below may not yet apply to your situation, there are some provisions that may become applicable prior to signing a Lease Contract. In order to continue with this application, you'll need to review the Application Agreement carefully and acknowledge that you accept its terms.

**1. Lease Contract Information.** The Lease Contract contemplated by the parties will be the current Lease Contract. Special information and conditions must be explicitly noted on the Lease Contract.

**2. Approval When Lease Contract Is Signed in Advance.** If you and all co-applicants have already signed the Lease Contract when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of our approval, sign the Lease Contract, and then credit the application deposit of all applicants toward the required security deposit.

**3. Approval When Lease Contract Isn't Yet Signed.** If you and all co-applicants have not signed the Lease Contract when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of the approval, sign the Lease Contract when you and all co-applicants have signed, and then credit the application deposit of all applicants toward the required security deposit.

**4. If you fail to Sign Lease Contract after Approval.** Unless we authorize otherwise in writing, you and all co-applicants must sign the Lease Contract within 3 days after we give you our approval in person or by telephone or within 5 days after we mail you our approval. *If you or any co-applicant fails to*

*sign as required, we may keep the application deposit as liquidated damages, and terminate all further obligations under this Agreement.*

**5. If You Withdraw Before Approval.** *If you or any co-applicant withdraws an Application or notifies us that you've changed your mind about renting the dwelling unit, we'll be entitled to retain all application deposits as liquidated damages, and the parties will then have no further obligation to each other.*

**6. Approval/Non-Approval.** We will notify you whether you've been approved within 10 days after the date we receive a completed Application. Your Application will be considered "disapproved" if we fail to notify you of your approval within 10 days after we have received a completed Application.

Notification may be in person or by mail or telephone unless you have requested that notification be by mail. You must not assume approval until you receive actual notice of approval. The 10-day time period may be changed only by separate written agreement.

**7. Refund after Non-Approval.** If you or any co-applicant is disapproved or deemed disapproved under Paragraph 6, we'll refund all application deposits within 30 days of such disapproval. Refund checks may be made payable to all co-applicants and mailed to one applicant.

**8. Extension of Deadlines.** If the deadline for signing, approving, or refunding under paragraphs 4, 6, or 7 falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next business day.

**9. Keys or Access Devices.** We'll furnish keys and/or access devices only after: (1) all parties have signed the Lease Contract and other rental documents; and (2) all applicable rents and security deposits have been paid in full.

**10. Application Submission.** Submission of a rental application does not guarantee approval or acceptance. It does not bind us to accept the applicant or to sign a Lease Contract.

### PAYMENT DISCLOSURES

**1. Application Fee (Non-Refundable).** You agree to pay to our representative the non-refundable application fee in the amount indicated in paragraph



**2. Payment of the application fee does not guarantee that your application will be accepted.** The application fee partially defrays the cost of administrative paperwork. **It is non-refundable.**

**3. Administrative Fee “Holding Fee” It is a non-refundable fee,** unless the application is denied, in which case it will be refunded.

Application is not approved; OR, it will be retained by us as liquidated damages if you fail to sign or attempt to withdraw under paragraphs 4 or 5 of the

**Completed Application.** Your Rental Application for Residents and Occupants will not be considered “completed” and will not be processed until we receive the following documentation and fees:

1. Your completed Rental Application;
2. Completed Rental Applications for each co-applicant (if applicable);
3. Application fees for all applicants;
4. Application deposit for the Unit.

**5. Notice to or from Co-Applicants.** Any notice we give you or your co-applicant is considered notice to all co-applicants; and any notice from you or your co-applicant is considered notice from all co-applicants.

## APPLICATION SCREENING AUTHORIZATION

I authorize **Blu Atlantic Apartment Homes** to obtain reports from any credit consumer, including any criminal record reporting agencies before, during, and after tenancy on matters relating to a lease by the above owner to me and to verify, by all available means, the information in this application, including criminal background information, income history and other information reported by employer(s) to any state employment security agency. Work history information may be used only for this Rental Application. Authority to obtain work history information expires 365 days from the date of this Application.

### Online Payment Authorization

I authorize **Blu Atlantic Apartment Homes** to collect fees (Application fees, Administrative fee and or “Application Deposit”) AND process online payment through a third party service provider.

## ACKNOWLEDGMENT

You declare that all your statements in this Application are true and complete. You authorize us to verify the same through any means. If you fail to answer any question(s) or give false information, we may reject the application, retain all application fees and deposits as liquidated damages for our time and expense, and terminate your right of occupancy. Giving false information is a serious criminal offense. In lawsuits relating to the application or Lease Contract, the prevailing party may recover all attorney’s fees and litigation costs from the losing party. We may at any time furnish information to consumer reporting agencies and other rental housing owners regarding your performance of your legal obligations, including both favorable and unfavorable information about your compliance with the Lease Contract, the rules, and financial obligations.

## STANDARDS

**EQUAL HOUSING:** Our Community is an Equal Housing Opportunity Provider. We do business in accordance to the Federal Fair Housing Act and do not discriminate against any person because of race, color, religion, sex, handicap, familial status, or national origin. Additionally, we provide housing in accordance with all other state or local laws if those laws provide greater protection than the Federal Fair Housing Act.

**OCCUPANCY:** Generally, no more than two persons per bedroom plus one may occupy a unit in our community. If the number of people applying for a single apartment exceeds the property’s guidelines, the application will be rejected for that particular size of apartment. Our policy is to conform to local and state requirements to the extent that they require a different standard than stated here.

**APARTMENT AVAILABILITY & RATES:** Applications for apartment homes will be accepted on a first come – first served basis and are subject to the availability of the particular apartment type requested. “Availability”



does not necessarily mean that an apartment will definitely be available for occupancy by an applicant at the estimated date. "Available" apartments include those where a "Notice to Vacate" has been submitted by an existing resident indicating an intention to vacate on or about a certain date. Under certain circumstances, we will permit current residents who are not in default of their lease to withdraw or change their notice of moving. Other circumstances, not necessarily under management's control, may also delay the date of availability of an apartment. In addition, an apartment may not be considered available because it is about to be placed under contract as an application has been made and a deposit placed to hold the apartment. If you are approved for residency, but occupancy is or will be delayed for any reason whatsoever, including but not limited to the holding over of another resident, the premises is not physically ready for occupancy or any reason beyond the Landlord's control, you agree that we are not responsible or liable to you in any manner for such delay. If the applicant's APPLICATION is not approved or if the applicant fails to sign a Lease by the specified date, then the apartment would again become available. Whether a particular unit or type of apartment is available can vary significantly within several hours or a day. Rates quoted prior to the submission of all required application documents, fees, and deposits may be subject to change.

## APPLICATION REQUIREMENTS

**APPLICATION FOR RESIDENCY:** An Application for Residency must be completed and maintained for each applicant 18 years or older who will be living in the apartment and/or contributing to the payment of rent. For the purpose of this document, the term "Applicant" is defined as the person or persons who will be signing the Lease as the "Resident". An applicant must be 18 years of age or older to qualify as a resident. All individuals 18 years of age or older must complete an application and be listed as a "Resident" on the Lease Agreement. The term "occupant" is defined as, any person who will be listed on the lease agreement who is under the age of 18 and who is residing at this community.

**FEES/DEPOSITS:** In order to reserve an apartment home, each applicant 18 years of age or older must submit an executed rental application and a non-refundable application fee. Additional fees such as administrative fees and security deposits may also be required at the time of application. Applicant(s) understands that an additional security deposit may be required based on application approval. If for any reason your application is declined the application, a refund will be issued for any refundable administrative fees and/or deposits paid at the time of application. Be advised, If the application is approved and the applicant fails to sign a lease or take occupancy of the premises on the agreed date, management may retain the administrative fee and application/security deposits paid as liquidated damages for the amount of rent lost and any expenses incurred due to apartment being taken off the market for you, hence preventing other perspective renters from renting the unit. Note: Additional refundable and non-refundable details, terms, and conditions are outlined on the Rental Applications "Fees and Deposits"

**IDENTIFICATION:** Prior to moving in and signing the lease- All applicants must present a valid government issued photo ID. Acceptable verifications include: state issued driver's license, state issued photo identification card, current passport, current United States military ID card, and/or visa issued by US Immigration and Naturalization Services. Expired identifications will not be accepted as a valid photo ID.

## QUALIFYING CRITERIA

**SCORING OF YOUR CONSUMER CREDIT REPORT:** This community uses a third party service provider for credit and criminal background screenings to evaluate your consumer credit report. Credit scoring is based on real data and statistics (i.e. rent to income ratio and debt to income ratio), so it treats all applicants objectively. All application screenings are processed under the Federal Equal Credit Opportunity Act as well as the Fair Housing Act you can't discriminate against applicants on the basis of race, color, religion, national origin, sex, marital status or age your consumer credit report is evaluated by our third party screening provider. Screening based on information found in your credit history, such as your bill payment history, the number and type of accounts that you have, late payments, collection actions, outstanding debt, and prior eviction records. Using a statistical program, this information is compared to the credit trends of other consumers to predict how likely it is that you will pay your rent in a timely manner and fulfill your lease obligations. Your application will be

accepted, rejected, or accepted with conditions (requiring an additional security deposit) based upon approval recommendations provided by our third party screening service provider. If your application is rejected or accepted with conditions. We will provide you with an adverse letter and if requested, you will be provided with the name, address, and telephone number of the consumer reporting agency that determined the approval or denial of your rental application.

**CRIMINAL BACKGROUND:** This community uses a third party service provider for credit and criminal background screenings. A criminal background check will be performed on all applicants over 18 years of age. Please be advised, the Fair Housing Act does not include criminal history as a protected class, and therefore an applicant may be automatically denied in the event the applicant's public records indicate a felony conviction within the last 7 years. Public records information is obtained through local law enforcement agencies and court records, included but not limited to: nationwide law enforcement agencies such as, FBI, or any other law enforcement government agencies, and registered sex offender or sex predator database. The applicant understands that in certain instances the lease may be terminated in the event the applicant, after moving on the property, is convicted of certain felonies or appears on the list of known terrorist and wanted fugitives or is listed as a sex offender or sex predator. Note: This requirement does not constitute a guarantee or representation that residents or occupants residing at this apartment community have not been convicted of a felony or other crime, or are not subject to deferred adjudication for a felony.

**INCOME:** The total amount of income combined for all applicants is part of our decision factors. This can include but is not limited to income being equal to or greater than three times the full Market Rent. Applicants will be required to submit verifiable income sources. Acceptable income verification required may include: (a.) four (4) consecutive pay stubs or a bank statement showing recurring pay deposits for the last 3 months; (b.) job offer letter and income verified by employer on company letterhead. (c.) in the event of self-employment, applicant(s) must provide proof of income via the last two years of tax returns or an accountant's certification of income. If applicant(s) has no current employment, one or more of the following conditions must be met: (a.) applicant(s) must provide bank statement reflecting balance equivalent to rental obligation for entire lease term; (b.) proof of trust fund income, retirement funds, and or any liquidated assets or savings account; (c.) proof of social security, retirement, unemployment, or disability income.

**RENTAL HISTORY:** Up to 24 months of rental history may be verified on present and previous residences. A positive record of prompt monthly payment, no damages or monies owed, and sufficient notice to vacate is expected. Eviction, skip, landlord debt, or falsification of this application may result in an automatic rejection.

**INTERNATIONAL APPLICANTS - WITHOUT SOCIAL SECURITY NUMBER OR FEDERAL TAX ID NUMBER:**

We are requesting you to fill out this Supplemental Rental Application because you have indicated that you are not a U.S. citizen. We are asking all applicants who are not U.S. citizens to fill out this form. We are committed to compliance with fair housing laws and do not discriminate based on race, color, religion, sex, national origin, handicap or familial status. The purpose of this form is:

1. To give you the option to furnish information about an emergency contact person for you in your home country;
2. To verify that you are lawfully in the United States;
3. To determine whether your right to be in the U.S. expires during your Lease Contract term; and
4. To enable us to better cooperate with government officials in the performance of their duties, when requested.
  - Form I-551 Permanent Resident Card Alien Registration Receipt Card (form includes photo and fingerprint and Card number).
  - Form I-766 Employment Authorization Document (form includes photo and fingerprint, expiration date and card number).
  - Form I-94 Global Entry Form (form does not include photo or fingerprint, expiration date and form number).



- Copy of your passport and visa, containing the following information: Country issuing your passport, your passport number, expiration date and visa expiration date:
- International applicants may be subject to pay an additional security deposit,

**HOLD HARMLESS ACKNOWLEDGMENT:** Applicant agrees that management does not promise, warrant, or guarantee the safety and security of applicant, applicant’s family and occupants, or applicant’s personal property against the criminal actions of other residents or third parties. Furthermore, management shall not be liable for any damage or injury to applicant, applicant’s family and occupants, or to any person entering the premises or the building of which the leased premises are a part, for injury to person or property arising from theft, vandalism or casualty occurring in the premises or the buildings. The term “premises” is defined to include any common areas, lakes, and the surrounding area. Applicant agrees to indemnify and hold harmless management from all claims, costs, and expenses arising from injury to person or property. Each applicant has the responsibility to protect him or herself and to maintain appropriate insurance to protect his/her belongings. Applicants should contact an insurance agent to arrange appropriate insurance protecting their personal property.

Renter’s Liability Insurance coverage may be required. In the event this is required and your Application for Rental is approved by management, a condition of your future lease agreement and requirements are as follows:

1. Applicants must maintain and provide proof of coverage for a minimum of \$100,000.00 in legal liability protection prior to move in. This is to protect the property and resident from damage to the Landlord's property to include damage caused by water, fire, smoke or explosion.
2. Residents are Required to have insurance coverage for losses to their personal property or injuries
3. Our Community requires all insurance carriers to list our community name as an "Interested Party" as well as **DELRAY BEACH REALTY PARTNERS LLC**. On the Declaration page and that the insurance company will notify the community in the event of a cancellation or change.

Required fire, casualty and liability insurance coverage is to insure against the risks described above. Insurance coverage maintained by management does not protect residents from loss of personal property by theft, fire, water damage or other perils. Residents are responsible for maintaining appropriate vehicular or automobile insurance coverage.

**PETS:** Domesticated pets are accepted and certain breed restrictions may apply (contact the office for details). Pet fees and pet rents is required. Emotional Support & Service Animal are excluded from paying a pet fee and pet rent, as long as you provide landlord with a letter from your physician stating that assistance animal is needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. Physician letter must be current and not from prior year(s), since it cannot exceed 12 months, or our office can provide you with an Emotional Support/Service Animal certification form for your physician to complete and return to us. Prior to moving in, all pet owners are required to provide photo of pet(s) and proof of current rabies vaccination.

**All applicants, co-applicants and guarantors are required to Read and Accept the Terms and Conditions. An Electronic Consent Execution to our Statement of Rental Policy document was obtained upon the online user account registration. Please print a copy of this document for reference to any questions regarding our Rental Criteria and Policies.**

\_\_\_\_\_  
Applicant 1

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant 2

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant 3

\_\_\_\_\_  
Date

