

Application for Residency

(Every additional live-in resident 18 or older as of the lease begin date must submit a separate application and sign the lease)

APPLICANT:

Full Name (Last) _____ (First) _____ (MI) _____
Cell Phone # (____) _____ Home Phone # (____) _____ Work Phone # (____) _____
E-mail Address _____ Smoker (Y / N)
Social Security Number _____ Date of Birth _____
Proof of Identification: Type _____ Identification Number _____
(Ex.: Driver's License, State ID.)
Issuing State: _____ Expiration Date: _____

LIST OTHERS UNDER THE AGE OF 18 WHO WILL RESIDE IN APARTMENT ON A PERMANENT BASIS:

| Full Legal Name | Social Security Number | Relationship to Applicant | Date of Birth |
|-----------------|------------------------|---------------------------|---------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

RESIDENCY INFORMATION:

Present Address: _____ Apt # _____ Phone (____) _____
City _____ State _____ Zip _____ Monthly Payment \$ _____
Rent or Own? _____ Dates: From _____ / _____ To _____ / _____
Landlord/Lender Name _____ City _____ State _____ Phone (____) _____
Previous Address: _____ Apt # _____ Phone (____) _____
City _____ State _____ Zip _____ Monthly Payment \$ _____
Rent or Own? _____ Dates: From _____ / _____ To _____ / _____
Landlord/Lender Name _____ City _____ State _____ Phone (____) _____

EMPLOYMENT INFORMATION:

Current Employer:

Name _____ Address _____
City _____ State _____ Zip _____ Phone (____) _____
Title _____ Employment Date: From _____ / _____ To _____ / _____ Annual Salary \$ _____
Supervisor's Name _____ Supervisor's E-mail _____ Phone (____) _____

EMPLOYMENT INFORMATION (cont'd):**Previous Employer:**

Name _____ Address _____

City _____ State _____ Zip _____ Phone (____) _____
Area CodeEmployment Date: From ____/____/____ To ____/____/____ Title _____ Gross Annual Salary \$ _____
Month/Year Month/YearSupervisor Name _____ Phone (____) _____
Area Code**OTHER INCOME:**

| Type of Income | Source/Bank | Gross Annual Amount |
|----------------|-------------|---------------------|
| _____ | _____ | \$ _____ |
| _____ | _____ | \$ _____ |

Relative/Emergency Contact (Not Residing With You):

Name _____ Relationship _____

Address _____ City _____ State _____ Zip _____

Home Phone # (____) _____ Cell Phone # (____) _____ Work Phone # (____) _____
Area Code Area Code Area Code

E-mail Address _____

In the event of serious illness, death or other circumstances that would make you unavailable, do you authorize the emergency contact listed above to remove your property from your apartment or the common areas.

Initial appropriate blank _____ YES _____ NO

(It shall be the Applicant's obligation to notify the Relative/Emergency Contact that they have been selected as the "Emergency Contact" and to ensure that the Emergency Contact is willing and able to remove Applicant's personal property in the event of serious illness, death or other circumstances which would render the Applicant unavailable.)

Check one. If no box is checked, the first option (no current infestation) will apply.

- ☐ Applicant is not aware of any pest infestation, including bed bugs, in Applicant's current residence, furniture, clothing or personal property.
- ☐ Applicant experienced a pest infestation in Applicant's current residence, furniture, clothing or personal property as described here: _____
- _____
- _____

The infestation:

- ☐ Has not been professionally treated.
- ☐ Has been professionally treated by a licensed pest control professional, and Applicant's current residence, furniture, clothing and personal property is free of pests. If Applicant is accepted for residency, Applicant agrees to cooperate with Landlord's efforts to confirm this information and will provide documentation regarding the pest control treatment and will allow Landlord to inspect Applicant's furniture, clothing and personal property (if Landlord chooses to inspect, but Landlord will have no obligation to do so) to confirm the absence of pests.

| VEHICLES: | Make | Model | Color | License # | State | Year |
|-----------|------|-------|-------|-----------|-------|------|
| | | | | | | |
| | | | | | | |
| | | | | | | |

| PETS: | Name | Type | Gender | Mature Weight (lbs.) | Breed | Color | Age |
|-------|------|------|--------|----------------------|-------|-------|-----|
| | | | | | | | |
| | | | | | | | |

NOTE: Keeping of any pet or animal requires consent of management, payment of applicable fees/deposits, and execution of Pet/Animal Addendum. In specific circumstances, certain animals may be kept for limited purposes pursuant to Landlord's policies, such as animals used for individuals with disabilities and official police dogs. For further details, please refer to Landlord's pet and community policies.

Disclosures

The Civil Rights Act of 1968, as amended by the Fair Housing Act Amendments of 1988, prohibits discrimination in housing based on race, color, national origin, religion, sex, handicap, or familial status. The management of this property is committed to complying with the letter and spirit of the laws which provide an equal housing opportunity to all. The federal agency which administers compliance with the fair housing laws is the United States Department of Housing and Urban Development.

Certifications for Residency Application

Application Fee

I hereby agree, in the event of the approval of this application, to execute a lease in accordance with the terms set forth in this rental application such other terms as are set forth in the lease, and my rental liability shall commence pursuant to the terms of the lease. I agree that the **\$20.00** application fee, which is comprised of **\$13.50** to cover Landlord's out-of-pockets costs associated with processing the application and **\$6.50** to cover Landlord's administrative and overhead costs allocable to processing of the application, accompanying this application shall be retained by Landlord to cover Landlord's various costs of evaluating my application, whether or not Landlord approves my application, or whether or not I sign a lease or take possession of an apartment home, and I agree to this amount being retained by Landlord as a reasonable estimate of the actual costs to Landlord to evaluate my application. I also do not believe the amount of this application fee is an unfair trade practice. I understand that the application fees accompanying this application are non-refundable after I execute this application and will not be applied against the security deposit or any rent payable pursuant to the lease. Landlord and/or agent for Landlord reserve the right to reject this application and to refuse possession of the below-mentioned accommodation.

Holding Fee

In addition to the foregoing application fee, I agree that the **\$500.00** holding fee accompanying this application shall be retained by Landlord to hold the unit identified on page three of this application for occupancy by the undersigned upon approval of this application and execution of a lease. If this application is rejected for any reason other than the falsification of information by applicant, the foregoing holding fee shall be refunded to the undersigned. If my application is accepted, but I notify Landlord that I do not desire to lease the unit within 72 hours after Landlord notifies me in person or by telephone that my application has been accepted, then Landlord will refund the holding fee to me. Otherwise, Landlord shall be entitled to retain the holding fee to cover Landlord's various costs of holding such unit for me, and I agree to this amount being retained by Landlord as a reasonable estimate of the actual costs to Landlord to hold the unit for my occupancy. I also do not believe the amount of this holding fee is an unfair trade practice. I understand that, if I occupy the unit, the foregoing holding fee will be applied against the rent balance pursuant to the lease.

I hereby understand and agree that, by paying the foregoing fees by check, I am authorizing Landlord to use the information on my check to make a one-time electronic payment from my checking account. The electronic payment will be for the amount indicated on my check and may be withdrawn from my bank account as soon as the same day payment is received. I further understand that my check will not be returned by the financial institution but will instead appear under the "Electronic Items" section on my bank statement. It is my obligation to notify Landlord in advance if I choose not to have my check converted into an electronic item.

Any unanswered "yes" or "no" question shall result in the denial of your application.

Have you or any member of your household ever been convicted of or pled guilty or "no contest" to a sexual offense?

_____ Yes _____ No

Have you or any member of your household ever been listed on a registry of sexual offenders?

_____ Yes _____ No

Are you or any member of your household a Specially Designated National or other Blocked Person designated by the United States government as a person who commits or supports terrorism or is involved in international narcotics trafficking?

_____ Yes _____ No

If yes to any of the above questions, please explain, providing the location, date and nature of the offense:

I have read the foregoing, certify that the information herein is TRUE and CORRECT, that this application is submitted for the purpose of inducing approval of this application on my behalf.

By signing this application, I authorize Landlord or agent for Landlord to verify any information contained herein. Any "yes" response to the personal and criminal history questions above, or any false statement on the application, may lead to the rejection of my application and/or immediate termination of my lease. Further, if I subsequently am involved in conduct which would result in a "yes" response to any of the questions set forth above (even after I sign the lease and take possession of the apartment home), I understand that Landlord may terminate the Lease. Landlord does not guaranty or warrant that all current Residents in the complex meet the same screening criteria

Signature _____ Print Name _____ Date _____

Management Representative Signature _____ Date _____

The application information that you provide may be used to obtain a tenant screening report. The name and address of the consumer reporting agency or agencies that will be used to obtain such reports are:

**Resident Verify
4205 Chapel Ridge Rd
Lehi, UT. 84043
PH. (866)6980661**

Pursuant to federal, state, and local law:

- 1. If the person requesting the information takes adverse action against a prospective tenant on the basis of information contained in a tenant screening report, such person must notify the tenant that such action was taken and supply the name and address of the consumer reporting agency that provided the tenant screening report on the basis of which such action was taken.**
- 2. Any prospective tenant against whom adverse action was taken based on information contained in a tenant screening report has the right to inspect and receive a free copy of such report by contacting the consumer reporting agency.**
- 3. Every tenant or prospective tenant is entitled to one free tenant screening report from each national consumer reporting agency annually, in addition to a credit report that should be obtained from www.annualcreditreport.com.**
- 4. Every tenant or prospective tenant may dispute inaccurate or incorrect information contained in a tenant screening report directly with the consumer reporting agency.**

☐ **Consent to Consumer Report and Background Check**

This is to inform applicant that, as part of Landlord's procedure for processing applicant's application, an Investigative Consumer Report may be prepared whereby information is obtained through personal interviews with applicant's landlord, employer, or others with whom applicant is acquainted. This also is to inform applicant that, as also set forth in the lease applicant will execute if applicant's application is approved by Landlord, similar Investigative Consumer Reports may be prepared in the future after applicant has executed the lease and becomes a resident or has vacated the property which is the subject of this agreement. These inquiries include information as to applicant's character, general reputation, personal characteristics, mode of living and credit report. The federal Fair Credit Reporting Act requires Landlord to provide to applicant additional information about the nature and scope of the investigation if applicant provides Landlord with a written request within a reasonable time. Landlord has attached a summary of applicant's rights under the Fair Credit Reporting Act.

I, _____, the undersigned applicant authorize Landlord, or its affiliate, agent, attorney or assign to order and review one or more consumer reports relating to me (including, but not limited to, credit history, rental history (including with other properties owned by property owners affiliated with Landlord), and criminal history). I further authorize Landlord, or its affiliate, agent, attorney or assign to order or prepare, and review, investigative consumer reports relating to me. I understand and authorize Landlord, or its affiliate, agent, attorney or assign to continue to obtain or prepare consumer reports and investigative consumer reports on me both during the duration of any lease or agreement I may enter into as a result of this application and at any time thereafter, including for the purposes of collection of amounts I may owe under any lease or other agreement. I further authorize and direct all employers, financial institutions, banks, creditors, residential managers/landlords to release any and all information relating to me to Landlord, or its affiliate, agent, attorney or assign. I acknowledge that I have received a summary of my rights under the Fair Credit Reporting Act.

I further understand and authorize Landlord, or its affiliate, agent, attorney or assign to obtain and use consumer report information relating to me (including, but not limited to, a credit score) for the purpose of conducting research into statistical credit models and evaluating the performance of various scoring models and sources of consumer reporting information, including, but not limited to, criminal conviction and skip tracing/eviction databases.

Signature _____ Print Name _____

SSN _____ Date _____

FOR COMMUNITY ADMINISTRATIVE PURPOSES:

☐ Check if on Wait List Wait List Expiration Date (if needed) _____ Requested Move-In Date _____

Community # _____ Community Name: _____

Address: _____ Unit # _____

Application Submitted Date and Time _____ Application Result: _____

Date Applicant Notified of Result: _____ Who Notified the Applicant of Result: _____

Notification Method: _____

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you -- such as if you pay your bills on time or have filed bankruptcy -- to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C. 1681-1681u, at the Federal Trade Commission's web site (<http://www.ftc.gov>). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

- **You must be told if information in your file has been used against you.** Anyone who uses information from a CRA to take action against you -- such as denying an application for credit, insurance, or employment -- must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.
- **You can find out what is in your file.** At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.
- **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs -- to which it has provided the data -- of any error.) The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. **However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified.** If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.
- **You can dispute inaccurate items with the source of the information.** If you tell anyone -- such as a creditor who reports to a CRA -- that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.
- **Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.
- **Access to your file is limited.** A CRA may provide information about you only to people with a need recognized by the FCRA -- usually to consider an application with a creditor, insurer, employer, landlord, or other business.
- **Your consent is required for reports that are provided to employers, or reports that contain medical information.** A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.
- **You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.
- **You may seek damages from violators.** If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.

The FCRA gives several different federal agencies authority to enforce the FCRA:

| FOR QUESTIONS OR CONCERNS REGARDING: | PLEASE CONTACT: |
|--|---|
| CRAs, creditors and others not listed below | Federal Trade Commission Consumer Response Center - FCRA Washington, DC 20580 1-877-382-4367 (Toll-Free) |
| National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name) | Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743 |
| Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks) | Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693 |

| | |
|---|--|
| Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name) | Office of Thrift Supervision Consumer Programs Washington, DC 20552 800-842-6929 |
| Federal credit unions (words "Federal Credit Union" appear in institution's name) | National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-518-6360 |
| State-chartered banks that are not members of the Federal Reserve System | Federal Deposit Insurance Corporation Division of Compliance & Consumer Affairs Washington, DC 20429 800-934-FDIC |
| Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission | Department of Transportation Office of Financial Management Washington, DC 20590 202-366-1306 |
| Activities subject to the Packers and Stockyards Act, 1921 | Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 202-720-7051 |

RESIDENT SELECTION CRITERIA AND DISCLOSURES

(National)

Overall Standards

Fair Housing: This community does not discriminate on the basis of race, color, religion, national origin, religion, sex, sexual orientation, gender identity, familial status, disability, or any other class protected by applicable federal, state, or local law.

Identification: All visitors and applicants must provide a valid driver's license or other U.S. or state-government issued photo identification in order to view and/or move into the community. Non-U.S. citizens must provide a valid passport or valid visa.

Recurring Direct Debit: As a condition of residency, applicant shall register for direct debit online through the Landlord's resident portal or complete an automatic debit form provided by Landlord, authorizing Landlord to establish arrangements for the transfer of payments of rent, utilities and other recurring monthly charges by ACH debit initiated by Landlord from an account in the name of Resident established at a United States bank.

Applicability: All persons who will be signing the Lease Agreement must complete an Application for Residency ("Application") and meet the Resident Selection Criteria, and will be fully responsible for the rent obligations of the Lease Agreement if the occupying resident(s) defaults.

Application Standards and Process

Application for Residency: Each person who will be living in the apartment and who is 18 years or older must complete an Application. The amount of the application fee is set forth in the application and is used to pay for costs of screening the applicant. The application fee will be collected before an application can be processed.

Types of Information Used In Screening:

Landlord shall make a decision to rent to or reject an applicant only after reviewing the applicant's specific Application and conducting an individualized assessment of the applicant based on uniform screening criteria. Landlord will use the following information in determining whether an Application will be approved or denied:

Income: Applicants must have a gross income source that can be verified and meets the minimum income requirements for the apartment being leased. Applicants will be required to provide income verification, primary sources of which may include pay stubs and personal bank account statements. Landlord may accept secondary verification documents including a letter from an employer, the most recent W2, the most recent tax return, documentation of a government stipend, and/or business bank account statements with proof of ownership. Except for applicants who receive or who will occupy an apartment unit that receives subsidies or voucher assistance, an applicant's gross income must be equal to or greater than three times the monthly rent.

Credit History: Landlord may investigate and verify credit history. Landlord evaluates credit history information for indicators of future rent payment performance such as past or current bad debts, late payments or unpaid bills, liens, judgments or bankruptcies relevant to fitness as a tenant. Having a pending bankruptcy or an outstanding amount owed to another rental property will result in an automatic denial.

An applicant rejected for unsatisfactory credit is encouraged to obtain a copy of the credit report from the credit reporting agency, correct any erroneous information that may be on the report, and resubmit an application. Landlord obtains applicant credit reports from:

Resident Verify
4205 Chapel Ridge Rd.
Lehi, UT 84043
Phone: 866-698-0661

Rental History: Information regarding payment and rental history of each applicant will be collected and reviewed by Landlord. Landlord may consider an applicant's eviction record as part of Landlord's evaluation of the Application.

Employment History: Landlord will confirm employment and reported salary/wage level.

Criminal History: Applicants and occupants will not be accepted if they do not satisfy Landlord's criminal history background investigation authorized by the residency application. Landlord conducts the criminal history background investigation and uses the information obtained in compliance with all applicable laws. Landlord does not guarantee or represent that all residents and/or occupants currently residing at the community do not have criminal records.

Adverse Action: If Landlord denies an Application or takes any other adverse action, it will provide the applicant a written or electronic document setting forth a plain statement of all reasons for the denial of the application from residing within our communities.

Applicant Signature

Date

