

Rental Criteria Policy Statement

1. Before you apply to rent a unit at the Apartments, please take the time to review these rental criteria. The term "applicant(s)" under these criteria means the person or persons that will be signing the Lease as "resident"; the term "occupant(s)" in these criteria means the person or persons that are authorized occupants under the Lease. Some of our criteria apply to the applicants only; other criteria apply to all adult occupants. Please also note that these are our current rental criteria; nothing contained in these requirements shall constitute a guarantee or representation by us that all residents and occupants currently residing at the Apartments have met these requirements. There may be residents and occupants that have resided at the Apartments prior to these requirements going into effect; additionally, our ability to verify whether these requirements have been met is limited to the information we receive from the various resident credit reporting services used. We are an equal housing opportunity provider. All applications will be judged without regard to any individual's race, color, religion, sex, handicap, familial status, national origin, genetic information, gender identity, sexual orientation or pregnancy.

2. Occupancy Policy: A family may occupy a unit if the family does not exceed two persons per bedroom plus a child who is less than twenty-four months old and who sleeps in the same bedroom with the child's parent, guardian, legal custodian, or person applying for that status. Residents who have a newborn less than twelve months old at the time of rental application or lease renewal and residents whose newborn has reached twelve months of age during the lease term may be required, at that time, to either: (1) move into another available unit which has more bedrooms; or (2) move out. Rent for a larger unit will be at the rental rate at the time the lease is entered into for the larger unit. For the purposes of this occupancy policy, a "family" shall consist of the following persons: one or more individuals being domiciled with: (1) a parent or another person having custody or care of such individual or individuals; or (2) the designee of such parent or other person having such custody, with the written permission of such parent or other person. The term "family" shall also apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years.

3. Occupancy Standards (pertaining to a non-family group):

One bedroom	Two persons per apartment
One bedroom/study	Two adults per apartment - No more than three persons
Two bedrooms	Two adults per apartment - No more than four persons
Two bedrooms/study	Two adults per apartment - No more than five persons **
Three bedrooms	Three adults per apartment - No more than six persons **

** - where applicable

4. Criminal History Requirements:

- a. Except as provided below, an applicant or occupant may not have had a criminal history of being convicted of or being subject to deferred adjudication for any felony offense or any sex-related offense (felony or misdemeanor) (or similarly identified offenses in other jurisdictions).
- b. Notwithstanding subsection a, applicants or occupants will not be denied solely for having a criminal history of being convicted of or being subject to deferred adjudication for a felony offense identified by the Texas Penal Code as Theft, Fraud, Computer Crimes, Telecommunications Crimes or Intoxication and Alcoholic Beverage Offenses (or similarly identified offenses in other jurisdictions) or an offense identified in the Texas Controlled Substances Act as Delivery of Marijuana or Possession of Marijuana (or similarly identified offenses in other jurisdictions) if the probation, detention or other sentence was completed within 7 years from the date of application.
- c. No applicants or occupants may have a criminal history of being convicted of or being subject to deferred adjudication for any offense not identified above (felony or misdemeanor) if the applicant or occupant was originally charged with a felony or sex-related offense, even though the final conviction or deferred adjudication was based upon a lesser charge. Provided, however, if the original charge was for a felony offense identified in subparagraph b, the criminal history would not preclude an applicant or occupant from being accepted if the probation, detention or other sentence was completed within 7 years from the date of application.

- d. No applicant or occupant may have a criminal history of multiple felonies or class A misdemeanors.

The owner of this community reserves the right, at owner's discretion, to reject the rental application for any other criminal offenses. Please remember that this requirement does not constitute a guarantee or representation that residents or occupants currently residing in our community have met these criteria; there may be residents or occupants that have resided in our community prior to these requirements going into effect; additionally, our ability to verify this information is limited to the information made available to us by the resident credit reporting services used.

Credit, Income and Rental History Qualifications:

1. The applicants collectively residing in an apartment must have a monthly income of at least three (3) times the market rental amount (verifiable assets may also be used to meet income requirements).

2. Your application will not be considered complete until you have provided an acceptable proof of income:

- Three (3) most current pay stubs
- Three (3) months of detailed ledger bank statements showing direct deposit from employer
- W2 – from most current fiscal year
- Money Market Account
- Applicants that are commission based, must submit one of the following:
 - o 6 months' worth of pay stubs
 - o Previous years W2
- Verifiable offer letter
 - o Must be emailed from the employer
 - o Must be dated within past thirty (30) days
 - o Must have applicants name
 - o Must have applicants start date
 - o Must have applicants' salary
 - o If applicable, line items for applicants housing allowance

The following are **NOT** acceptable forms of income

- Cash deposits and/or total deposit balance from bank statement
- Foreign currency
- Screen shots from mobile device/computer
- Overtime
- Bonuses
- Non-Official offer letter that states the applicants' salary

3. Each Applicant must satisfy individual property's scoring requirements with respect to employment history, rental history and credit scoring.

4. Applicants that do not achieve the appropriate income requirement or scoring requirement for employment history, rental history or credit history are subject to being denied, paying a higher security deposit, having a guarantor (who must be a parent, adult child, grandparent, spouse or employer who meet applicable guarantor income requirements of five (5) times the market rate) or be required to prepay rent for all or a portion of the lease term.

Application Agreement

The following Application Agreement will be signed by you and all co-applicants prior to signing a Lease. 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. In order to continue with this Application, you'll need to review the Application Agreement carefully and acknowledge that you accept the terms.

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

2. **Approval when Lease is signed in advance.** If you and all co-applicants have already signed the Lease 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, and then credit the application deposit of all applicants toward the required security deposit.

3. Approval when Lease isn't yet signed. If you and all co-applicants have not signed the Lease 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 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 after approval. Unless we authorize otherwise in writing, you and all co-applicants must sign the Lease 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 your Application will be deemed withdrawn, and 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. If we do not approve your Application within 7 days after the date we received a completed Application, your Application will be considered "disapproved." 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 7-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 approving or refunding under paragraphs 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 and other rental documents referred to in the Lease; and (2) all applicable rents and security deposits have been paid in full.

10. Application submission. Submission of an Application does not guarantee approval or acceptance. It does not bind us to accept the applicant or to sign a Lease. Images on our website may represent a sample of a unit and may not reflect specific details of any unit. For information not found on our website regarding unit availability, unit characteristics, pricing or other questions, please call or visit our office.

11. 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-applicants is considered notice from all co-applicants.

Disclosure

1. Application fee (non-refundable). You agree to pay to our representative the non-refundable application fee in the amount indicated in paragraph 3. Payment of the application fee does not guarantee that your Application will be accepted. The application fee offsets the cost of screening an applicant for acceptance.

2. Application deposit (may or may not be refundable). In addition to any application fees, you agree to pay to our representative an application deposit in the amount indicated in paragraph 3. The application deposit is not a security deposit. The application deposit will be credited toward the required security deposit when the Lease has been signed by all parties; OR, it will be refunded under paragraph 7 if the applicant is not approved; OR it will be retained by us as liquidated damages if you fail to sign or withdraw under paragraphs 4 and 5 of the Application Agreement.

3. Fees due. Your Application will not be processed until we receive your completed Application (and the completed Application of all co-applicants, if applicable) and the following fees:

- **Application fee** (non-refundable)
- **Application deposit** (may or may not be refundable)

4. Completed Application. Your Application will not be considered "complete" and will not be processed until we receive the following documentation and fees:

- Your completed Application;
- Completed Applications for each co-applicant (if applicable);
- Application fees for all applicants;
- Application deposit.

Authorization and Acknowledgment

I authorize, The Finger Companies to obtain reports from any consumer or criminal record reporting agencies before, during, and after residency 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 Application. Authority to obtain Work history information expires 365 days from the date of this Application. You agree the information provided may be used for business purposes.

Payment Authorization

I authorize, The Finger Companies to collect payment of the application fee and application deposit in the amounts specified under paragraph 3 of the Disclosures.

Non-sufficient funds and dishonored payments. If a check from an applicant is returned to us by a bank or other entity for any reason, if any credit card or debit card payment from applicant to us is rejected, or if we are unable, through no fault of our own or our bank, to successfully process any ACH debit, credit card, or debit card transaction, then:

1. Applicant shall pay a charge of for each returned payment.
2. We reserve the right to refer the matter for criminal prosecution.

Acknowledgement

You declare that all your statements in this Application are true and complete. **Applicant's submission of this Application, including payment of any fees and deposits, is being done only after applicant has fully investigated, to its satisfaction, those facts which applicant deems material and necessary to the decision to apply for a rental unit.** You authorize us to verify your information through any means, including consumer-reporting agencies and other rental-housing owners. **You acknowledge that you had an opportunity to review our rental-selection criteria, which include reasons your Application may be denied, such as criminal history, credit history, current income and rental history. You understand that if you do not meet our rental-selection criteria or if you fail to answer any question or give false information, we may reject the Application, retain all application fees 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, the prevailing party may recover from the non-prevailing party all attorney's fees and litigation costs. 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, the rules, and financial obligations. Fax or electronic signatures are legally binding. You acknowledge that our privacy policy is available to you.

Right to review the Lease. Before you submit an Application or pay any fees or deposits, you have the right to review the Application and Lease, as well as any community rules or policies we have. You may also consult an attorney. These documents are binding legal documents when signed. We will not take a particular dwelling off the market until we receive a completed Application and any other required information or monies to rent that dwelling. Additional provisions or changes may be made in the Lease if agreed to in writing by all parties. You are entitled to a copy of the Lease after it is fully signed.

Images on our website may represent a sample of a unit and may not reflect specific details of any unit. For information not found on our website regarding availability, unit characteristics or other questions, please call or visit our office.

This Application and the Lease are binding documents when signed. Before submitting an Application or signing a Lease, you may take a copy of these documents to review and/or consult an attorney. Additional provisions or changes may be made in the Lease if agreed to in writing by all parties.