

## STATEMENT OF RENTAL POLICY

Welcome to our Community. Before applying to rent an apartment, please take the time to review this Statement of Rental Policy. 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 the person or persons who will be listed on the lease agreement who are under the age of 18 and who are residing at this Community. Some criteria apply to the applicants only; other criteria apply to all occupants. Please note that this is the current rental criteria for this Community; nothing contained herein constitutes a guarantee or representation that all residents and occupants currently residing here have met these requirements. There may be individuals who began living at this Community prior to these particular criteria going into effect; additionally, the ability to verify whether these requirements have been met is limited to the reliability of the information received from applicants and outside services used.

### STANDARDS

**EQUAL HOUSING:** Our Community is an Equal Housing Opportunity Provider. We do business in accordance with the Federal Fair Housing Act and do not discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, national origin, immigration/citizenship status, source of income, marital status, creed or ethnic hairstyles. 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 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 are 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 credit 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 are subject to change.

### 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 of \$20.00 to reimburse us for our actual costs to process a credit/criminal report for each applicant. Applicant(s) understands that an additional security deposit may be required based on qualifying criteria requirements. Holding Fee of \$250.00 must be paid at the time you submit an application to hold the unit off the market while your application(s) is being processed. If you are approved and you execute a lease with us within 48 hours, the Holding Fee will be credited towards your security deposit. If you are approved and fail to execute your lease with us within 48 hours of receiving written or verbal notice of approval, your Holding Fee becomes non-refundable and will be retained by us to offset our damages for being unable to market the unit while your application was being processed and 48 hours thereafter. If your application is denied, the Holding Fee will be refunded to you within 20 days.

If for any reason management decides to decline the application, a refund will be issued for any refundable fees and/or deposits paid at the time of application. If an applicant is conditionally approved but chooses not to pay the additional deposit, then his/her application will be considered declined. If the application is approved and the applicant signs a lease but fails to take occupancy of the premises on the agreed date, management may retain the application fee and apply the security deposits paid towards its damages for the amount of rent lost and any expenses incurred due to the cancellation. Note: Additional refundable and non-refundable details, terms, and conditions are outlined on the Rental Applications "Fees and Deposits". All payments for fees, deposits and rent will be required in U.S. certified funds.

**IDENTIFICATION:** All applicants must present a valid government issued photo ID. Expired identifications will not be accepted as a valid photo ID.

### QUALIFYING CRITERIA

**SCORING OF YOUR CONSUMER CREDIT REPORT:** This Community uses an expert statistical credit scoring system to evaluate your consumer credit report. Credit scoring is based on real data and statistics, so it treats all applicants objectively. Your consumer credit report contains information about you and your credit experiences, such as your bill payment history, the number and type of accounts that you have, late payments, collection actions, outstanding debt, and the age of your accounts. 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. Based upon your credit score, your application will be accepted, rejected, or accepted on the condition that an additional security deposit is paid. If your application is rejected or accepted with conditions, you will receive a denial letter from us listing the reason(s) and you will be given the name, address, and telephone number of the consumer reporting agencies that provided your consumer information to us. An applicant rejected for unsatisfactory credit is encouraged to obtain a copy of the credit report, correct any erroneous information that may be on the report, and submit a new application to this Community for further consideration.

**CRIMINAL BACKGROUND CHECK:** A criminal background check will be run on all applicants. An applicant is not automatically denied in the event they have been convicted of a felony within 5 years except in certain circumstances. For example, a denial will occur should an applicant appear on the list of known terrorists and wanted fugitives as provided by the Office of Foreign Asset Control, OFAC, federal agencies to include the FBI, or other state and local law enforcement agencies or is registered sex offender or sex predator. Applicant understand that this list is not exhaustive, and that agents cannot know how each conviction is categorized in every city, municipality, state or region. 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 terrorists 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.

**NOTIFICATION STATUTES:** For your information, you may obtain data about sexual offenders and/or predators from The Department of Justice.

**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 (2) two times the full Market Rent. Applicants will be required to submit verifiable income sources. Acceptable income verification required may include: (a.) six (6) consecutive weeks of pay stubs or a bank statement showing recurring pay deposits for 12 months; (b.) job opportunity letter or income verified by employer on company letterhead. This will be called on and verbally verified by the onsite staff; or (c.) in the event of self-employment, applicant(s) must provide proof of income via the last year's tax return 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 income; or (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, or landlord debt, within the past 7 years, or falsification of this application may result in an automatic rejection.



REAL ESTATE PARTNERS

QUALIFYING CRITERIA (continued)

ADDITIONAL

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. A minimum of \$5,000 in contents coverage is recommended.

Renter’s Liability Insurance coverage is required. In the event 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. Our Community requires all insurance carriers to list our community name and WB Multifamily, LLC, as additional insured via endorsement and ePremium as an “interested Party” and that the insurance company shall notify the community and ePremium in the event of any cancellation or changes required to insurance policies.

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.

VEHICLES: Residents are responsible for maintaining appropriate vehicular or automobile insurance coverage that meets or exceeds all state mandated requirements. Parking space is limited in our Community. Contact the management office for specific parking policies.

PETS: Domesticated pets are accepted with certain breed restrictions and weight limitations. Additional pet application and verification requirements will apply. Bryten Management has engaged Petscreening.com for all pet application screenings. The fee associated with pet screening is paid to Petscreening.com directly and are non-refundable. Verifiable service animal(s) and emotional support animal(s) are allowed with an approved application, and no pet screening fee, pet deposit, or pet rent or fee will be required. Contact the management office for applicable limitations and fees. Pets will be subject to visual inspection and required to follow all community policies.

PAYMENTS: All applicants, co-applicants and guarantors understand that electronic payments are encouraged and may be offered as the singular payment option during the term of the leases agreement(s).

SATELLITE DISH: Installation of satellite dishes is permitted if installation is in accordance with FCC and local access laws. Not all of our apartments are suitable to satellite reception and we cannot guarantee that satisfactory transmission will be received. There are limitations on how and where a satellite dish can be installed and the appropriate addendum must be signed prior to installation. Additional liability insurance (minimum coverage amount of \$100,000) is required and a copy of the insurance must be presented prior to installation.

ACKNOWLEDGEMENT

CONSENT: All applicants, co-applicants and guarantors must agree to the following by executing this Statement of Rental Policy and an Application for Residency.

*\*Consent must be original signatures or certified electronic signatures and may be obtained by facsimile*

*I hereby consent and allow the Landlord, through its designated agent and employees, to obtain and verify my credit information and a criminal background search for the purpose of determining whether or not to lease an apartment to me. I also understand that should I lease an apartment, the Landlord and its agents, shall have a continuing right to review my credit information, criminal background, rental application, payment history, and occupancy history for account review purposes and for improving application methods.*

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

\_\_\_\_\_ Print Name \_\_\_\_\_

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

\_\_\_\_\_ Print Name \_\_\_\_\_

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

\_\_\_\_\_ Print Name \_\_\_\_\_

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

\_\_\_\_\_ Print Name \_\_\_\_\_

This form has not been approved by the Colorado Real Estate Commission. It was prepared by Weller Management’s legal counsel Tschetter Sulzer, PC.

