

APPLICATION CRITERIA **(AFFORDABLE)**

References to Lincoln in these criteria refers to the Owner's managing agent. The owner of the community will be the owner or landlord identified on your lease. Under no circumstances does Lincoln purport to be the owner or landlord under your lease. Please note that these are our current criteria. Nothing contained in these requirements shall constitute a guaranty or representation by us that all residents and occupants currently residing in our community have met these requirements. There may be residents and occupants that have resided in our community prior to these requirements going into effect. Additionally, our ability to verify whether these requirements have been met is limited to the information we received from the various credit reporting services used.

All applicants for residency will be processed through a credit-reporting agency. All adults 18 years of age or older, or emancipated minors with written proof of emancipation, must complete and sign an application. Lincoln does not discriminate on the basis of race, color, religion, sex, familial status, national origin, handicap, or any other protected class recognized under applicable federal, state and/or local law. Provided, however, if the property has been designated as a senior community: (i) the community is exempt from familial status discrimination under federal law; (ii) the community is intended to qualify as housing for older persons pursuant to the federal Fair Housing Act; and (iii) at least 80% of the community's occupied units will be occupied by at least 1 person 55 years of age or older. ¹

In reviewing the application, the following criteria will be used to determine the applicant's suitability for residency.²

1. RESIDENCE OR RENTAL HISTORY

The last two (2) years residence or rental history is required. All appropriate phone numbers and addresses, and where this information may be **VERIFIED**, must appear on the occupancy application. ***A credit report and other sources of rental history will be checked to verify resident and rental history information.*** Applicants with a rental history reflecting either six (6) or more late payments *OR* four (4) or more NSF checks received within the relevant two (2) year period will be denied. In addition, all resident rental history within the relevant two (2) year period must be free of rental housing evictions and landlord debt in excess of \$1,500 or the application will be denied. Applicants with a history of landlord debt in an amount less than \$1,500 will be approved upon providing sufficient proof of payment of, or release from, such outstanding debt and payment of an additional deposit, if allowed by law and applicable program requirements, in the amount of one times (1x) the expected monthly rental amount. Applicants with outstanding debt to any Lincoln Property Company affiliate – unrestricted by the two (2) year time period set forth above – (i) must pay any balance of or under \$1,500 in full, or obtain a release therefrom, and pay an additional deposit, if allowed by law and applicable program requirements, in the amount of one time (1x) the expected monthly rental amount, or (ii) will be denied for any debt in excess of \$1,500 unless, upon request and review, such applicant is able to obtain a release therefrom. In circumstances of a social security number alert, applicant will be required to complete an additional Social Security Number (SSN) Verification Form and pay a \$6 processing fee or the application process will terminate without approval.

2. INCOME AND RENT LIMITS

Applicant's income will be verified. Management will accept any legal, verifiable source of income paid directly to the applicant or a representative of the applicant. Legal sources of income include, but are not limited to, the following: employment income, retirement benefits, spousal/child support, I20s, savings accounts, welfare, Social Security disability benefits, housing choice vouchers, or any other legal, verifiable source of income. Household monthly income must be at least 2.5 times the household share of the total monthly rent amount. However, if the household's share of monthly rent is \$50 or less, the household must have an annual income of at least \$2,500 to provide Lincoln reasonable assurances that the

¹ For senior communities, any of the following documents are considered reliable documentation of the age of occupants residing in a unit: (i) driver's license; (ii) birth certificate; (iii) passport; (iv) immigration card; (v) military identification; (vi) any other state, local, national or international official documents containing a birthdate of comparable liability; or (vii) a certification in a lease, application, affidavit or other document signed by any member of the household age 18 or older asserting that at least 1 person in the unit is 55 years of age or older.

² These criteria do not constitute a representation or warranty that everyone residing within the community meets the requirements. Lincoln's ability to confirm compliance with the represented criteria is limited to the various reporting services used. Lincoln also has an appeals process by which applicants may provide evidence of circumstances to mitigate negative criminal activity and seek exception after individualized review and assessment.

household can meet financial obligations of tenancy other than rent. Exceptions to the percentage of gross monthly income requirement will be made only upon an applicant providing an additional deposit, if allowed by law, in the amount of the household's share of the monthly rental amount.

The chart attached as Exhibit A to these criteria reflects the current Income and Rent limits for the community. All applicants for the low income housing tax credit program must demonstrate the following:

1. Current employment
2. Verification of Student Status Full Time/ Part Time
3. Confirmation of formal retirement from employment
4. Household monthly income must be at least 2.5 times the household share of the total monthly rent amount.
5. # 4 Not Applicable to Project Based Assisted Applicants/Housing Choice Voucher Applicants.

The Section 42 applicant must be willing to pay the rent at the elected rent levels determined by the LIHTC/Home Program and the Section 8 applicant must be willing to pay the rent calculated according to the Department of Housing and Urban Development (HUD) rules.

1. The unit must be applicant's only residence
2. The applicant must not currently be receiving assistance on a unit within the community.
3. The applicant must meet the economic criteria established for the program in question.
4. The applicant must meet the eligibility criteria for this community.

3. **ELIGIBILITY REQUIREMENT FOR STUDENTS**

Students shall be eligible for rental on the same basis as other applicants. Provided, however, no assistance shall be provided under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f) to any individual who:

- a. Is enrolled as a student at an institution of higher education (as defined under section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002)); is less than 24 years of age; is not a veteran; is unmarried; does not have a dependent child, and is not otherwise individually eligible or has parents who, individually or jointly, are not eligible, to receive assistance under Section of the United State Housing Act of 1937 (42 U.S.C. 1437f)
- b. Students with disabilities receiving section 8 are exempt from the Section 8 Rental Assistance Prohibition;
- c. Student exceptions include:

At least one student receiving assistance under title IV of the Social Security Act (for example, payments under AFDC), at least one student previously under the care and placement responsibility of the state agency responsible for administering foster care (provide documentation of participation), at least one student participate in a program receiving assistance under the Job Training Partnership Act (JTPA), Workforce Investment Act or under other similar federal, state or local laws (attach documentation of participation), at least one student a single parent with child(ren) and this parent is not a dependent of another individual and the child(ren) is/are not dependent(s) of someone other than a partner, or the students married and entitled to file a joint tax return.

4. **APPLICATION PROCESS**

Applications are available in the office during normal business hours or by requesting an application via telephone. Applications may also be submitted via mail, fax or email using the contact information provided in the management office. The owner will provide copies upon request to applicants, residents or their representatives. Pursuant to Texas law (or in any other jurisdiction as applicable), the application will be deemed rejected if not accepted on or before the seventh day after the date applicant submits a completed application. The application will not be considered completed until the applicant completes or submits, as the case may be, all application paperwork, provides required documents and all documentation required to qualify the household for the LIHTC program or other subsidized programs. This includes, but is not limited to, replies from all employers, lenders, financial institutions, former spouses paying child support, educational institutions, government agencies, and entities to which inquiries are required to be made to qualify resident.

Applicants will be asked to pay the fees and deposits identified on the Rental Application.

5. CRIMINAL HISTORY

The criminal records of all household members over the age of 18 will be checked and reviewed for certain felony and Class A misdemeanor offenses. The information gathered as the result of this check would affect the approval of the application as follows:

A. Applicants with any of the following felony convictions (or similarly classified offenses in jurisdictions outside of Texas) in the twenty (20) year period preceding the date of application will be automatically denied approval: murder, capital murder, aggravated kidnapping, sexual assault, aggravated sexual assault, indecency with a child, sexual performance by child, first degree criminal solicitation, compelling prostitution, trafficking of persons, aggravated robbery, burglary if committed with the intent to commit felony sexual assault, aggravated sexual assault, sexual abuse of a child, or prohibited sexual conduct, offenses under Section 481.134(c), (d), (e) or (f) of the Texas Health and Safety Code (or, such applicable state law, if allowed by law) if it is shown that the offender has been previously convicted of an offense for which punishment was increased under the aforementioned sections, offenses under Section 481.140 of the Texas Health and Safety Code (or similarly classified offenses in jurisdictions outside of Texas) relating to any felony conviction increased in punishment as a result of use of a child in commission of such offenses, and any offense where the offender used or exhibited a deadly weapon during the commission of a felony offense or during immediate flight therefrom.

B. Applicants will be automatically denied for any prior conviction for manufacturing or distribution of a controlled substance (or similarly classified offenses in jurisdictions outside of Texas).

C. Applicants will be automatically denied if they are currently subject to a registration requirement under Article 62.001, Code of Criminal Procedure, Sex Offender Registration Program (or similar Sex Offender Registration Programs in jurisdictions outside of Texas).

D. Any other felony or Class A misdemeanor conviction other than those set forth in 4.A. above related to violent criminal activity (or similarly classified offenses in jurisdictions outside of Texas) will result in denial if the conviction occurred in the seven (7) year period preceding the date of application.

E. Any conviction of Theft under Texas Penal Code Sections 31.03 (as defined by 31.06) or 31.04 related to Theft by Check or Theft of Services (or similarly classified offenses in jurisdictions outside of Texas) in the three (3) year period preceding the date of application will result in conditional approval and, if allowed by law, require the applicant to agree to pay all amounts due and payable by applicant within the initial lease term (including all deposits, fees and other lease charges) with certified funds.

F. Notwithstanding the above, any applicant may provide documentation disputing the negative criminal activity or provide evidence of circumstances that mitigates the negative criminal activity. Any request for reconsideration of a denial of tenancy due to criminal activity shall be submitted within fifteen (15) calendar days of such denial and management shall make a determination, within twenty-one (21) calendar days thereafter, as to whether to uphold the denial of tenancy.

G. Failure to accurately report any criminal activity constitutes a non-curable material falsification and is grounds for termination of tenancy regardless of when such material falsification is discovered.

6. SOCIAL SECURITY DISCLOSURE

All applicants must disclose the Social Security Numbers of all family members age six or older and provide proof of these numbers. If no SSN has ever been assigned to a particular family member, the applicant must sign a certification stating that no SSN has been assigned. If a Social Security Number has been assigned to an individual and this individual is not able to produce documentation, the applicant must provide SSN documentation to the owner within 60 days (120 days for those 62 years old or older) from the date on which the applicant certified that the documentation was not available. If the applicant is otherwise eligible for admission into the property, and the only outstanding verification is that of the SSN, the applicant can retain his/her position on the waiting list, if applicable, during the 60-day extension period. If the 60-day period expires and no documentation is provided then the applicant will be deemed ineligible.

7. NON U.S. CITIZENS

All applicants under an assisted housing program must go through the Section 214 Review of the Housing and Community Development Act of 1980, as amended, to determine if any of the restrictions on Assistance to non-citizens applies to their household.

Only U.S citizens or eligible non-citizens may receive assistance. This means that at least one family member must be able to provide proof of citizenship or eligible non-citizen status. If some family members are not able to provide proof of citizenship, assistance will be prorated accordingly, based on the number of confirmed eligible family members.

Families under the programs covered by non-citizen rule are eligible for temporary deferral of assistance. (The initial deferral period is for six months and may be extended for an additional six-month period, not to exceed 18 months). The deferral allows the family time to find other suitable housing before HUD terminates assistance.

The following would have to apply to qualify for the deferral:

1. The family has no eligible members; or
2. Mixed family qualifies for prorated assistance (and does not qualify for continued assistance) and chooses not to accept the partial assistance.

8. OCCUPANCY POLICY

A maximum of two persons per bedroom plus a child under two (2) years old will be allowed to occupy a unit or as may be restricted by applicable state or municipal code.

9. WAITLIST PROCEDURES

If the type of unit a prospective applicant desires is not available on the date needed, the prospective applicant will have the opportunity to be put on a waitlist before applying for the unit. To be eligible to be put on the waitlist, the prospective applicant will be required to: (i) verify his or her identity; (ii) leave a good contact number to be reached; (iii) identify the type of unit desired; and (iv) identify the date the unit is needed. If the date the unit is needed passes the prospective applicant will be removed from the waitlist and will need to come back in to be put back on the waitlist.

It is a prospective applicant's responsibility to keep all provided information updated. If the prospective applicant is not able to be reached, he or she will be removed from the waitlist and must come back in to be added to the end of the waitlist. A prospective applicant will only remain on this waitlist for 60 days or until the date the unit is needed has passed.

Applicants will be taken off the waitlist on a first come, first served basis. Provided, however, in the event that a prospective applicant does not submit a completed rental application within 24 hours after being contacted, he or she will no longer be eligible to rent the unit and will be taken off the waitlist. If contact is attempted, but unsuccessful at the contact number provided, the prospective applicant will no longer be eligible to rent the unit and will be taken off the waitlist.

When an accessible unit becomes vacant, before offering the unit to a non-disabled applicant, the unit will be offered: (i) first, to a current occupant of another unit of the same project, or comparable projects under common control, having disabilities requiring the accessibility features of the vacant unit and occupying a unit not having such features, or if no such occupant exists, then (ii) second, to an eligible qualified applicant on the waitlist having a disability requiring the accessibility features of the vacant unit.

If the property has additional or other waitlist procedures, those procedures are identified on Exhibit B. To the extent that the waitlist procedures identified herein are contrary to or inconsistent with the additional or other waitlist procedures identified on Exhibit B, the waitlist procedures identified on Exhibit B will control.

In accordance with the Violence Against Women Reauthorization Act of 2013, an applicant for housing will not be denied admission to housing on the basis that the applicant is or has been victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant otherwise qualifies for admission or occupancy.

10. VAWA

The owner will comply with applicable law protecting victims of domestic violence, dating violence, sexual assault or stalking including the Violence Against Women Act ("VAWA"). VAWA provides that being a victim of domestic violence, dating violence, sexual assault, or stalking is not a basis for denial of assistance or admission to public or Section 8 tenant-based and project-based assisted housing. Incidents or threats of abuse against a victim will not be construed as serious or repeated violations of the lease by the victim or as "other good cause" for termination of the assistance, tenancy or occupancy rights of a victim. Moreover, VAWA prohibits termination of assistance, tenancy, or occupancy rights of the victim based on criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking, engaged in or by a member of the tenant's household or any guest or other person under the tenant's control if the tenant or immediate member

of the tenant's family is a victim of that domestic violence, dating violence, sexual assault or stalking. Pursuant to VAWA, the owner reserves the right to request certification from a tenant that the tenant is a victim of domestic violence, dating violence, sexual assault or stalking and that the incidents of threatened or actual abuse are bona fide in determining whether the protections afforded under VAWA are applicable.

11. NONDISCRIMINATION AND REQUEST FOR ACCOMMODATIONS AND MODIFICATIONS

Screening criteria will be applied uniformly and in a manner consistent with all applicable law, including the Texas and Federal Fair Housing Acts, the Federal Fair Credit Reporting Act and applicable program guidelines and rules of the Texas Department of Housing and Community Affairs. It is the owner's policy to comply with all applicable laws regarding requests for accommodations and modifications. The owner complies with state and federal fair housing and antidiscrimination laws including, but not limited to, consideration of reasonable accommodations requested to complete the application process. The owner will make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford persons with disabilities equal opportunity to use and enjoy a dwelling. Additionally, the owner will permit, at the expense of the person with the disability, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises. The owner will also comply with Section 504 of the Rehabilitation Act of 1973 with respect to modification requests if applicable. The screening criteria will be applied in a manner consistent with all applicable laws, including the Texas and Federal Fair Housing Acts (and any other applicable Fair Housing laws in the jurisdiction in which the property is located), the federal Fair Credit Reporting Act, program guidelines and applicable rules of the Texas Department of Housing and Community Affairs. Accommodation and modification requests can be made in any way allowed by law and requests will be attempted to be responded to within 14 days, which may be a longer or shorter period considering the timing of and the nature and circumstances surrounding the request.

12. UNIT TRANSFER POLICY

The owner reserves the right to require residents to resubmit an application if resident desires to transfer units during the lease term. The waitlist procedures apply to residents desiring to transfer to another unit.

After the term of your lease has expired, you may request a transfer to a larger or smaller apartment within the community. If the community is a multifamily BIN project, the Initial Certification will transfer with the resident to the new apartment. The following procedure must be followed:

- a. A written request, signed by all parties responsible for the lease agreement, and current employment information must be submitted to the management office. Once your current employment has been verified and a home visit conducted, you will be notified if you have been approved for a transfer.
- b. After you have been notified that your transfer had been approved, you may go to the Leasing office to select your new apartment. At that time, you must provide the Leasing Consultant with a vacate notice for your current apartment. When transferring within the community, a 30 day vacate notice is not required. The security deposit on your current apartment less appropriate deductions, if any, will be refunded to you within 30 days after you vacate.

The above does not apply to the Project Based Section 8 program recipients, Waiting List procedures will apply.

13. ANIMAL RESTRICTIONS

If the property allows pets, all applicants with animals will be expected to sign an Animal Addendum and comply with all requirements regarding breed, weight and size restrictions and pay all required fees and deposits. Specific animal, breed, number, weight restrictions, pet rules and pet deposits will not apply to households having a qualified service/assistance animal(s).

14. PREFERENCES/PRIORITIES/INCOME TARGETING

The owner of this property does not have any published preferences. However, marketing and outreach will include special efforts to attract applicants who are least likely to apply, applicants with incomes that fall below the extremely low-income limit, and applicants with incomes below the very low-income income limit.

Should the property fall below the required 40% level for extremely low income applicants, higher income applicants may be skipped in order to reach the 40% as required by HUD Handbook 2530 Chapter 3-7 F.

This is the only priority consideration that will be used and will only be used if the current ratio falls below 40%.

If the property does have 40% of the new move-ins that fall within the extremely low income level, applicants will be selected from the waiting list in a first-come, first serve basis based on application date and time.

PLEASE TAKE YOUR TIME AND FILL OUT YOUR APPLICATION THOROUGHLY TO ENSURE TIMELY PROCESSING. FAILURE TO PROVIDE REQUESTED INFORMATION WILL RESULT IN DENIAL OF THE APPLICATION.

Signing this acknowledgment indicates that you have had the opportunity to review the owner’s resident selection criteria. The resident selection criteria include factors such as criminal history, current income and rental history. If you do not meet the selection criteria, or if you provide inaccurate or incomplete information, your application may be rejected, your application fee will not be refunded, and your deposit, if any, will be retained in accordance with your application.

Applicant Signature

Date: _____

Applicant Signature

Date: _____

Applicant Signature

Date: _____



**Rental Application for Residents and Occupants
Special Provisions Addendum
For Affordable Housing Applications Only**

This Special Provisions Addendum to Rental Application for Residents and Occupants (“Addendum”) is incorporated into your Rental Application for Residents and Occupants (the “Rental Application”) and is in addition to the terms and conditions of the Rental Application.

- 1. Certification Application.** In addition to the Rental Application which has been completed, you will be required to submit a complete affordable housing program Certification Application, including but not limited to all required and requested documentation within ten (10) days from the date of this Addendum.
- 2. Incomplete Certification Application.** If you and all co-applicants fail to return a completed Certification Application, including but not limited to, all required and requested documentation as indicated above no later than ten (10) days from the date of this Addendum, then the Management Company reserves the right to release you from your reservation.
- 3. Ineligible Certification Application:** If a completed affordable housing Certification Application is found and/or determined to be ineligible then the parties will then have no further obligation, legal or otherwise, to each other regarding your opportunity to lease a unit.
- 4. Unavailable Reserved Affordable Housing Unit:** If the unit you have reserved is not available or will not be coming online for more than ninety (90) days you may be required to complete a second review of eligibility. If you and all co-applicants fail to complete a second Certification Application, including but not limited to, all required and requested documentation as indicated above, no later than thirty (30) days prior to your move-in date, then the Management Company reserves the right to release you from your reservation.
- 5. Conflicts.** To the extent the terms of this Addendum conflict with the terms of the Rental Application, the terms of this Addendum shall control.

If information that is disclosed in Applicant’s Certification and/or the supporting income, asset and tax documentation that is submitted is different than information disclosed in Applicant’s Rental Application, the Management Company and/or Owner reserves the right to have the Applicant rescreened for Rental Eligibility, which may or may not require the completion of a new Rental Application.

I have read this Addendum carefully, understand its meaning and consequences, and hereby execute it willingly and voluntarily as of the date first written below. I agree to abide by the terms, conditions and rules stated in this Addendum.

Applicant’s Signature: _____ **Date:** _____

Signature of Spouse: _____ **Date:** _____

Signature of Owner’s Representative: _____ **Date:** _____

RENTAL APPLICATION FOR RESIDENTS AND OCCUPANTS

Each co-applicant and each occupant 18 years old and over must submit a separate application.



Date when filled out: _____

| | |
|---|--|
| <div style="background-color: #e0e0e0; padding: 2px;">ABOUT YOU</div> Full name <i>(exactly as on driver's license or govt. ID card)</i> _____ _____ Your street address <i>(as shown on your driver's license or government ID card):</i> _____ _____ Driver's license # and state: _____ OR govt. photo ID card #: _____ Former last names <i>(maiden and married):</i> _____ Your Social Security #: _____ Do you or any occupant smoke? <input type="checkbox"/> Yes <input type="checkbox"/> No Will you or any occupant have an animal? <input type="checkbox"/> Yes <input type="checkbox"/> No Kind, weight, breed, age: _____ _____ | <div style="background-color: #e0e0e0; padding: 2px;">YOUR RENTAL/CRIMINAL HISTORY</div> Check only if applicable. Have you or any occupant listed in this Application ever: <input type="checkbox"/> been evicted or asked to move out? <input type="checkbox"/> moved out of a dwelling before the end of the lease term without the owner's consent? <input type="checkbox"/> declared bankruptcy? <input type="checkbox"/> been sued for rent or other breach of a residential lease? <input type="checkbox"/> been sued for property damage? <input type="checkbox"/> been convicted (or received an alternative form of adjudication equivalent to conviction) of a felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime? Please indicate below the year, location and type of each felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or sex crime other than those resolved by dismissal or acquittal. We may need to discuss more facts before making a decision. <i>You represent the answer is "no" to any item not checked above.</i> _____ _____ _____ _____ |
| Current home address <i>(where you now live):</i> _____ _____ City/State/Zip: _____ Home/cell phone: _____ Current rent: \$ _____ Email address: _____ Name of apartment where you now live: _____ Current owner or manager's name: _____ Their phone: _____ Date moved in: _____ Why are you leaving your current residence? _____ _____ | <div style="background-color: #e0e0e0; padding: 2px;">OTHER OCCUPANTS</div> Please list the names and dates of birth for any minor child(ren) who will you intend to reside in the unit. Any individual over the age of 18 shall be required to submit an application and be listed as a resident above. Name: _____ DL or govt. ID card # _____ & State: _____ Birthdate: _____ Name: _____ DL or govt. ID card # _____ & State: _____ Birthdate: _____ Name: _____ DL or govt. ID card # _____ & State: _____ Birthdate: _____ Name: _____ DL or govt. ID card # _____ & State: _____ Birthdate: _____ |
| Your previous home address: _____ _____ City/State/Zip: _____ Apartment name: _____ Name of above owner or manager: _____ Their phone: _____ Previous monthly rent: \$ _____ Date you moved in: _____ Date you moved out: _____ | <div style="background-color: #e0e0e0; padding: 2px;">YOUR VEHICLES</div> List all vehicles owned or operated by you or any occupants (including cars, trucks, motorcycles, trailers, etc.). Continue on separate page if more than three. Make and color of vehicle: _____ Year: _____ License #: _____ State: _____ Make and color of vehicle: _____ Year: _____ License #: _____ State: _____ Make and color of vehicle: _____ Year: _____ License #: _____ State: _____ |
| <div style="background-color: #e0e0e0; padding: 2px;">YOUR WORK</div> Present employer: _____ Address: _____ City/State/Zip: _____ Work phone: _____ Position: _____ Your gross annual income is over: \$ _____ Date you began this job: _____ Supervisor's name and phone: _____ _____ | <div style="background-color: #e0e0e0; padding: 2px;">EMERGENCY</div> Emergency contact person over 18, who will not be living with you: Name: _____ Address: _____ City/State/Zip: _____ Work phone: _____ Home phone: _____ Relationship: _____ |
| <div style="background-color: #e0e0e0; padding: 2px;">YOUR CREDIT HISTORY</div> Your bank's name, city, state: _____ _____ List major credit cards: _____ Other non-work income you want considered. Please explain: _____ _____ Past credit problems you want to explain. <i>(Use separate page.)</i> | <div style="background-color: #e0e0e0; padding: 2px;">AUTHORIZATION</div> I or we authorize <i>(owner's name)</i> <u>DRI/Maple Ledgeview Wrentham, I.I.C</u> _____ _____ _____ to obtain reports from any consumer or 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. Applicant's signature: _____ _____ <p style="text-align: center;"><i>Applicant must also sign on the next page of this application.</i></p> |
| <div style="background-color: #e0e0e0; padding: 2px;">WHY YOU APPLIED HERE</div> Were you referred? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, by whom: Name of locator or rental agency: _____ _____ Name of individual locator or agent: _____ _____ Name of friend or other person: _____ _____ Did you find us on your own? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, fill in information below:</i> <input type="checkbox"/> On the Internet <input type="checkbox"/> Stopped by <input type="checkbox"/> Newspaper <i>(name):</i> _____ _____ <input type="checkbox"/> Rental publication: _____ <input type="checkbox"/> Other: _____ | |

Contemplated Lease Contract Information

To be filled in only if the Lease Contract is not signed by resident(s) at time of application for rental.

The National Apartment Association Lease Contract to be used must be the latest version published by the association unless an earlier version is initialed by resident(s) and attached to this Application. The blanks in the Lease Contract will contain the following information:

- Names of all residents who will sign Lease Contract _____

- Name of Owner/Lessor **DRI/Maple Ledgeview Wrentham, L.L.C** _____

- Property name and type of dwelling (*bedrooms and baths*) _____
- Complete street address **50 Ledgeview Way** _____
City/State/Zip **Wrentham, MA 02093** _____
- Names of all other occupants not signing Lease Contract (*persons under age 18*) _____

- Total number of residents and occupants _____
- Beginning date and ending date of Lease Contract _____
- Total monthly rent for dwelling unit \$ _____
- Rent to be paid at (*check one*) on-site manager's office or at **n/a** _____
- Check if the dwelling is to be furnished;
- Utilities paid by owner (*check all that apply*): electricity, gas, trash, cable TV, master antenna;
- You are (*check one*): required to purchase personal liability insurance or not required to purchase personal liability insurance;
- Special provisions regarding parking, storage, etc. (see attached page, if necessary): _____

Application Agreement

1. **Lease Contract Information.** The Lease Contract contemplated by the parties is attached—or, if no Lease Contract is attached, the Lease Contract will be the current Lease Contract. Special information and conditions must be explicitly noted on an attached Lease Contract or in the Contemplated Lease Information.
2. **First Month's Rent Deposit (may or may not be refundable).** You have delivered to our representative a first month's rent deposit in the amount indicated in paragraph 13 of this Rental Application. *The first month's rent deposit is not a security deposit.* However, it will be credited toward the required first month's rent when the Lease Contract has been signed by all parties; OR it will be refunded under paragraph 9 if you are not approved; OR it will be retained by us as liquidated damages pursuant to 940 CMR 3.17(6)(c) if you fail to sign or attempt to withdraw under paragraph 5 or 6.
3. **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 first month's rent deposit of all applicants toward the required first month's rent.
4. **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 first month's rent deposit of all applicants toward the required first month's rent. The balance of First Month's Rent shall be due pursuant to the executed Lease Contract.
5. **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, by telephone, or by email, 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 first month's rent deposit as the agreed upon liquidated damages pursuant to 940 CMR 3.17(6)(c), and terminate all further obligations under this Agreement.*
6. **If You Withdraw Before Approval.** You and any co-applicants may not withdraw your Application or the first month's rent deposit after you have tendered the deposit, completed this application, and after we have processed same. *If before signing the Lease Contract, 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 first month's rent deposits as the agreed upon liquidated damages pursuant to 940 CMR 3.17(6)(c) and the parties will then have no further obligation to each other.*
7. **Completed Application.** An Application will not be considered "completed" and will not be processed until all of the following have been provided to us (*unless checked*): a separate Application has been fully filled out and signed by you and each co-applicant; a first month's rent deposit has been paid to us. *If no item is checked, all are necessary for the Application to be considered completed.*
8. **Nonapproval in Ten Days.** We will notify you whether you've been approved within ten 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 ten days after we have received a completed Application. Notification may be in person, by email, 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.
9. **Refund after Nonapproval.** If you or any co-applicant is disapproved or deemed disapproved under paragraph 8, we'll refund your first month's rent deposit within _____ days (not to exceed 30 days; 30 days if left blank) of such disapproval. Refund checks may be made payable to all co-applicants and mailed to one applicant.
10. **Extension of Deadlines.** If the deadline for signing, approving, or refunding under paragraphs 5, 8, or 9 falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next day.
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-applicant is considered notice from all co-applicants.
12. **Keys or Access Devices.** We'll furnish keys and/or access devices only after: (1) all parties have signed the contemplated Lease Contract and other rental documents; and (2) all applicable rents and security deposits have been paid in full.
13. **First Month's Rent deposit:** \$ **250.00**
14. **Signature.** *Our representative's signature is consent only to the above application agreement. It does not bind us to accept applicant or to sign the proposed Lease Contract. No such agreement shall be established until and unless a lease is signed by all applicants and the owner.*

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 or give false information, we may reject the application, retain all first month's rent deposits as the agreed upon liquidated damages pursuant to 940 CMR 3.17(6)(c) for our time and expense, and terminate your right of occupancy. Giving false information is a serious criminal offense. In lawsuits relating to this application, we may recover all attorney's fees and litigation costs in enforcement of this agreement. 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.

This Rental Application and the Lease Contract are binding documents when signed. Before submitting a Rental Application or signing a Lease Contract, 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 Contract if agreed to in writing by all parties.

Applicant's Signature: _____ **Date:** _____
Signature of Owner's Representative: _____ **Date:** _____

FOR OFFICE USE ONLY

1. Apt. name or dwelling address (street, city): _____ Unit # or Type: _____
2. Person accepting application: _____ Phone: (_____) _____
3. Person processing application: _____ Phone: (_____) _____
4. Date that applicant or co-applicant was notified by telephone, letter, or in person of acceptance or non acceptance: _____
(Deadline for applicant and all co-applicants to sign lease is three days after notification of acceptance in person or by telephone, five days if by mail.)
5. Name of person(s) who were notified (at least one applicant must be notified if multiple applicants): _____
6. Name of owner's representative who notified above person(s): _____