

# **Rental Application Policy**

Thank you for applying with Propertycare, LLC ("Propertycare") for your housing needs. In order to best serve you, we feel it is imperative that you are made aware of, and fully understand our application policies and procedures.

Each adult over the age of 18 years is required to submit an application. The Application Fee is \$55 per adult and is non-refundable.

Before you apply for the home, read the following information carefully concerning the approval process. If you have any questions, contact our leasing team at apply@propertycarehouston.com during business hours. Monday to Friday 8:30am to 4:30pm CST.

Propertycare fully complies with the Fair Housing Law. We do not discriminate against persons because of race, color, religion, sex, handicap, familial status, national origin or age. We also comply with all state and local fair housing laws. Approval is based on Seven factors:

- 1. Identification Verification
- 2. Credit History & Verification
- 3. Rental History & Verification
- 4. Income History & Verification
- 5. Employment History & Verification
- 6. Criminal Background
- 7. Pet Criteria (Addendum Attached) "Petscreening.com Pet, Animal & No-Pet Profile"

It is the policy of this management company that applications must be complete, and all fees paid prior to submission for consideration. All completed applications are processed daily (Mon-Fri, excluding Holidays). All approved applications for the same property may be submitted for final decision.

#### An application will contain:

- 1. Signed Propertycare General Rental Criteria, Rental Application Policy, and Procedures Form
- 2. Signed Propertycare Privacy Notice (Full Addendum Attached)
- 3. Propertycare Residential Lease Application; (One for each individual 18 years and older)
- 4. \$55 Application fee for each Propertycare Residential Lease Application submitted

## **Required Supportive Documentation:**

- 5. Valid Driver's License or other Photo ID for each Residential Lease Application submitted
- 6. Verifiable Proof of Income: (Last 2 months of pay stubs or Last 2 years of tax returns if self-employed/1099)
- 7. Proof of Funds: (Last 2 Months of Bank Statements)
- 8. Completed Pet Screening Profile (Required by all Applicants); Pet Screening Profile

Lease Processing Fee: There will be a one-time lease processing fee of \$95.00 charged and it will need to be paid at the time of your lease signing.



### **General Rental Criteria**

#### **Two Years of Good Rental History:**

No Forcible Entry & Detainer (Evictions) unless you have verifiable documentation of landlord irresponsibility. However, an FE&D due to property damage by the resident will not be accepted under any circumstances. No history of any damage to the residence, or an outstanding balance due to a previous landlord. If you have no prior rental history then you must have a qualified cosigner - the cosigner must be a resident of Texas, have a good credit history and be willing to sign the lease. We can accept base housing as rental history.

#### **Verifiable Gross Income:**

Minimum of three times the rent charged on the residence. Section 8 vouchers and certificates may be accepted. The resident must meet the same criteria as those seeking non-subsidized housing. The ideal rolling positive balance in your bank accounts is equal to 1 Month of Rent & No recurring history of overdrafts. If Required Supportive Documentation for Verifiable Proof of Income is not available this will require additional Rhino Policy Protection due to the risk of non-verifiable income/funds.

#### **Criminal Background Check:**

Residency may be denied due to criminal history (see Criminal Background Criteria)

### **Credit History:**

Credit history must show that the resident has paid bills on time and does not have a history of debt write-offs or accounts that have gone into collection. Residency may be denied due to poor credit history. Contingent on your credit score, adverse action may be required. All lease holder's credit scores are averaged. See below:

- Credit Score 1-499 will be declined
- Credit Score 500-549: Adverse action maybe applicable
- Credit Score 550-599: Adverse action maybe applicable
- Credit Score 600-699: Adverse action maybe applicable
- Credit Score 700 or above: Approved contingent on meeting on other rental requirements

#### Adverse action may include:

- Rental application denial
- requirement of a co-signer
- requirement of a larger deposit or higher rent payment than other applicants

Co-signers are eligible to help increase your credit score if needed. Qualified co-signer's Credit Score must have a minimum of 700 or higher.

#### Example:

Applicant Credit Score = 500 + Co-signer Credit Score = 700, Average Credit Score = 600

#### **Accurate Information:**

Information provided, including but not limited to previous residential history and employment history, that is determined to not be accurate, may result in adverse action. Failure to provide accurate information in your application or your provision of information that is unverifiable will be considered by Propertycare when making the decision to lease the property to you.



## **Maximum Occupancy:**

Please note that these are the maximum number of occupants who may occupy homes with the number of bedrooms noted:

- Efficiency 2 Occupants
- 1 Bedroom 3 Occupants
- 2 Bedrooms 5 Occupants
- 3 Bedrooms 7 Occupants
- 4 Bedrooms 9 Occupants
- 5 Bedrooms 11 Occupants

#### **Non-Disparagement Clause:**

You will be required to sign a Mutual Non-Disparagement Clause with your lease. This Clause protects yourself and Propertycare from disparaging comments, verbally or in writing that could be injurious to business, reputation, property or disparaging comments which are false.

#### **Upon Approval:**

Once you have been notified of your approval you, will receive the Residential Lease and other required documents through DocuSign for you to review and sign online. You will have 24 hours to review and sign the lease once it has been sent to you. After the lease has been signed we will take the property off the market. Once all fees and prorated rents have been paid, we will, on the morning of your lease start date, provide you the access code to enter the property for move-in and obtain your keys.

### **Property Condition:**

Applicant is strongly encouraged to view the Property prior to signing any lease. Landlord makes no express or implied warranties as to the Property's condition. Should Applicant and Landlord enter into a lease, Applicant can request repairs or treatments (see question section below).

#### **Sight Unseen Addendum:**

If any leaseholders have not physically seen the property prior to a lease being signed, a "Sight Unseen Addendum" will be required to be signed by all leaseholders.

Propertycare, LLC is an Equal Opportunity Housing Company and a member of the National Association of Residential Property Managers (NARPM®) & National Association of REALTORS®. Our staff members adhere to a strict Code of Ethics, and to the Federal Fair Housing Law.



# **Privacy Notice**

You have chosen to do business with Propertycare, LLC and we are obligated to honor the relationship with great care, beginning with the confidential information that may come into our possession during the course of your transaction with us. We believe that your privacy should not be compromised and are committed to maintaining the confidentiality of that information.

You can be assured that we are respecting your privacy and safeguarding your "nonpublic personal information." Nonpublic personal information about you that we collect in connection with providing a financial product or service to you. Nonpublic personal information does not include information that is available from public sources, such as telephone directories or governmental records.

We collect personal information about you from the following sources:

- Information we receive from you on applications or other forms
- Information about your transactions with us
- Information about your transaction with non-affiliated third parties
- Information we receive from a consumer-reporting agency

We respect the privacy of our customers, and we will not disclose nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

We restrict access to nonpublic personal information about you to those employees who need that information to provide products to you.

We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

We will not disclose nonpublic personal information about our customers or former customers to nonaffiliated third parties, except permitted by law.

Propertycare, LLC recognizes and respects the privacy expectations of our customers. We want our customers to understand our commitment to privacy in our use of customer information. Customers who have any questions about the Privacy Policy or have any questions about the privacy of their customer information should call Propertycare, LLC.



# **Criminal Background Criteria**

Disqualification From Residency For Life (Convictions ONLY)

- First or Second-Degree Murder
- · First Through Third Degree Assault
- Kidnapping
- First Through Fourth Degree Criminal Sexual Conduct
- Arson
- Harassment and Stalking
- An Attempt to Commit one of the above crimes
- A conviction in another jurisdiction that would be a violation of the above crimes

Disqualification From Residency For 10 Years After the Completion of Their Sentence (Convictions ONLY)

- Third Degree Murder
- Second Degree Manslaughter
- Criminal Vehicular Homicide or Injury
- Simple or Aggravated Robbery
- Any Felony Drug or Narcotics Convictions
- False Imprisonment
- Carrying a weapon without a permit or any other weapons charge
- Felony Theft
- Felony Forgery
- Felony Burglary
- Terrorist Threats
- Felony Controlled Substance
- An Attempt to commit one of the above crimes
- A Conviction in another jurisdiction that would be a violation of the above crimes

Disqualification From Residency For 5 Years After the Completion of Their Sentence (Convictions ONLY)

- Non-Felony Violation of Harassment and/or Stalking
- Fourth Degree Assault
- Any Misdemeanor Drug or Narcotics Conviction
- An Attempt to commit one of the above crimes
- A Conviction in another jurisdiction that would be a violation of the above crimes



## **Mutual Non-Disparagement Clause**

The parties to this agreement mutually agree and covenant not to disparage one-another by publishing to any third-party, verbally or in writing, derogatory statements, "reviews," comments or remarks that are, or could reasonably be construed as being, injurious to the other's business, reputation or property and/or which are false, or would tend to cast a false or negative light on the other, including without limitation, statements of opinion, comparison or evaluation.

The categories of statements expressly prohibited by this agreement shall include, but are not limited to statements, including written, photographic or video-based reviews, testimonials or evaluations, published on any internet website, crowd-sourced review publication or database (including but not limited to Yelp, Facebook, Google Maps, Twitter, Angie's List, Manta, Rip-off Report, Consumer Affairs, Google Reviews) whose subject matter is, whether in whole or in part: (i) the performance or breach by the other party of any of such party's obligations under any written agreement entered by the parties (whether prior or subsequent to this Agreement), including without limitation any lease or property management agreement; (ii) the performance or breach by the other party of any legal or regulatory duty; (iii) the physical condition of any real property, including without limitation required repairs or maintenance, or requests therefore; and (iv) the payment, refund or accounting for any security deposit.

Anything to the contrary herein notwithstanding, the parties acknowledge and agree that this agreement is intended to constitute a voluntary, mutually agreed and mutually binding waiver and restriction of certain rights of the parties, including the ability to speak publicly, but shall not prohibit any party from publishing or making factual and accurate statements about the other party to any of the following:

- (1) law enforcement agencies;
- (2) regulatory agencies, including the Texas Real Estate Commission;
- (3) courts of this state, to the extent that such statements are made in connection with a legal proceeding:
- (4) an attorney representing the party making the statement(s); and/or
- (5) any credit bureau or other reporting agency, provided that the statements otherwise comply with applicable laws.

If any dispute arises regarding whether any remark, statement, or publication is disparaging or otherwise violates this agreement, the parties agree that for purposes of this provision, that any remark, statement, or publication shall be irrefutably deemed disparaging if: (1) the other party requests, in writing, that the party publishing the same removes the statement and/or publication; and (2) the statement and/or publication is not removed from publication within 72 hours of said written request.

The parties mutually agree that breach of this agreement shall subject the non-breaching party to damages, the amount of which are difficult to determine. Accordingly, the parties agree that damages for failure to comply with this provision shall be liquidated at \$500.00 per day for each day that a disparaging statement remains in publication following the 72-hour notice and demand period herein specified. The parties further agree that enforcement of this provision is appropriate through injunctive relief, notwithstanding any rights of the parties under the First Amendment to the United States and/or Texas Constitutions or other codified statute, regulation, or code, and that any party who prevails on enforcement of this provision shall be entitled to recover from the non-prevailing party all costs and attorney fees associated with the enforcement hereof. The parties to this agreement agree that this provision shall survive the termination, expiration or cancellation of the lease and this agreement is enforceable at any time should any party publish a disparaging statement in violation hereof.



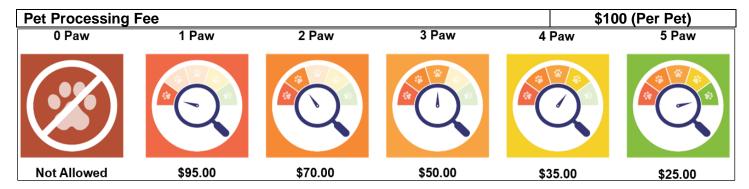
## **Pet Policy**

Propertycare, LLC ("Propertycare") has a very basic pet policy. Most of our properties allow almost any pet you could imagine! We have had Labs and Chihuahuas, cats and mice (not together of course), snakes, ferrets, birds and rabbits. We understand that a pet plays a significant part in many people's lives, so we strive to allow most animals in most of our rental properties. Please make sure to ask if the property that has caught your eye accepts pets. Pet Screening Profiles are required for every applicant applying for one of our properties. Pet Screening provides a risk level assessment for each pet profile which is based on the over risk of the pet. Pet Fees are based upon those Paw Score Risk Levels. Pet Screenings & Policy Affirmations can be completed by going to: Propertycare.PetScreening.com

Regardless of prior consent, Propertycare reserves the right to have any pet removed from the property if it is determined that the pet poses a threat to the safety or condition of the property or any people in the property or the community.

Propertycare charges a pet fee each month for each of your pets. The term "pet fee" is simply a fee you will pay for the allowance of your pet to occupy the rental unit with you. Pet fees are charged monthly and are paid with your property rent. The charges breakdown as follows for each paw score risk level and non-traditional pets:

### Pet Processing & Lease Addendum Fee for Pets\*



### Pet Fee (Paid Monthly with Property Rent)

*Dogs & Cats	Based upon Paw Score
Birds (per cage) Small Breeds (i.e. budgies & finches) – Large Breeds (ie. parrots & cockatoos)	Small Breed - \$10 Large Breed - \$25
Caged Pets (per pet) (hamsters, gerbils, guinea pigs, repitles, ferrets, amphibians, etc.)	\$10
Water Filled Tanks "Fish Tanks" (per tank over 10gals) *max of 50 gal	\$10 per 10 gallons
*Farm/Exotic Pets & Fish Tanks over 50 gal	Case by Case Basis