

Westover Gardens Rental Application

How did you hear about us?

- Drive By
 Referred By _____
 Online: _____

Incomplete Applications Will Not Be Processed

Resident Information:

Last Name: _____ First Name: _____ Middle Name: _____

Phone Number: _____ Email Address: _____

Date of Birth: _____ Social Security Number: _____

Driver's License / State ID Number: _____ State Issued: _____

Additional Occupant/s:

Name: _____ Date of Birth: _____ Relationship: _____

Name: _____ Date of Birth: _____ Relationship: _____

Name: _____ Date of Birth: _____ Relationship: _____

Name: _____ Date of Birth: _____ Relationship: _____

Residential History:

Current Address: _____ City: _____ St: _____ Zip: _____

Move In Date: _____ Move Out Date: _____ Monthly Payment: _____ **Circle One: Rent/Own**

Reason for Leaving: _____

Name of Property Owner/Mortgage Lender: _____

Phone: _____ Fax: _____ Email Address: _____

Is this Owner a Friend/Family Member? **Circle One: Yes or No**

Previous Address: _____ City: _____ St: _____ Zip: _____

Move In Date: _____ Move Out Date: _____ Monthly Payment: _____ **Circle One: Rent/Own**

Reason for Leaving: _____

Name of Property Owner/Mortgage Lender: _____

Is this Owner a Friend/Family Member? **Circle One: Yes or No**

Phone: _____ Fax: _____ Email Address: _____

Employment/Income Information:

Current Employer: _____

Position Held: _____ Name of Supervisor/Manager: _____

Start Date: _____ Gross Monthly Salary: _____ **Circle One: Part Time/Full Time**

Employer Address: _____ City: _____ St: _____ Zip: _____

Employer Email: _____ Phone: _____ Fax: _____

Previous Employer: _____

Position Held: _____ Name of Supervisor/Manager: _____

Dates Employed: _____ Gross Monthly Salary: _____ **Circle One: Part Time/Full Time**

Employer Address: _____ City: _____ St: _____ Zip: _____

Employer Email: _____ Phone: _____ Fax: _____

Other Sources of Income: (I.E. Social Security, Disability, etc.) _____ Monthly Amount: _____

Banking Information

Savings Account (Bank Name, City, St, Phone): _____

Checking Account (Bank Name, City, St, Phone): _____

Emergency Contacts:

Contact Name: _____ Relationship: _____

Phone Number: _____ Address: _____

Contact Name: _____ Relationship: _____

Phone Number: _____ Address: _____

Additional Questions:

Do you have any animals? ____ Yes ____ No If yes, how many pets? _____

Please answer each of the following with a "Yes" or a "No."

1. Have you ever been evicted (possession judgment entered) or are you currently in the process of being evicted?
____ Yes ____ No

2. Have you ever broken/defaulted on a lease or rental agreement? ____ Yes ____ No

3. Have any judgments been entered against you by a previous landlord? ____ Yes ____ No
If yes, when and in what amount? _____

4. Do you owe any money to a prior Landlord? ____ Yes ____ No

5. Have you ever been convicted of a crime/infraction other than a traffic offense? ____ Yes ____ No

6. Are any criminal charges potentially or currently pending? ____ Yes ____ No

7. Have you or any occupant been required to register as a sex offender? ____ Yes ____ No

If you answered "yes" to any of the above, please explain in detail _____

Agreement of Understanding

I, the undersigned, also referred to as the Applicant, understand and agree that as of the signing of this application, the criminal background check, as well as other verification of information provided, has not been done. Therefore, as Applicant, I understand that any misinformation, whether intentional or not, which I have provided will be a material breach of any lease which may be subsequently signed, and that if such misinformation is uncovered, I will be required to move within 72 hours' notice by the landlord. Applicant must answer all questions, as failure to answer a question shall be deemed to be a No and/or as misinformation. Applicant has a duty to investigate their rental history, credit and criminal status, to ensure all information provided is true, correct and complete, as such information is being used to induce Landlord into allowing Applicant to move-in and become a Resident.

Finally, as Applicant, the signature below represents approval that the landlord may, and has permission to: obtain credit reports, do a personal background check, and conduct employment, residential, and financial history reports, for credit, asset, or location purposes. Furthermore, the undersigned recognize(s) that he/she/they has/have a continuing duty to notify the Landlord of any changes to any of the information contained in this application for the length of the tenancy.

The undersigned represents that the above statements are true and complete and authorizes verification of information and references given. If accepted and subsequently the resident does not move in on the starting date, the amount received is hereby acknowledged as liquidated damages for non-performance. Resident agrees to all 2 pages of this application. Owner may verify all the information provided by me for eligibility purposes and releases from liability all persons or entities supplying or collecting such information.

Applicant Signature: _____ Date: _____

Westover Gardens Apartments Admission and Occupancy Policy

We respectfully request that all individuals applying to be a leaseholder carefully read the following criteria before applying for residency. This document is part of the application and applicants are bound by all terms.

OCCUPANCY POLICY

- All individuals must be 21 years of age or older to rent at Westover Gardens Apartments.
- All applicants or intended residents must have a valid social security card or other valid government issued ID at the time application is submitted sufficient to allow proper screening of applicant.
- Owner has an occupancy limitation of two (2) people per bedroom plus one (1) for a total of three (3) people in a one-bedroom unit and two (2) people per bedroom plus one (1) for a total of five (5) people in a two-bedroom unit.
- Owner will not approve a request to add an additional person to a household until that person has completed the screening process of all criteria. If false, inaccurate, or incomplete information is provided, occupancy will be denied. The burden is on any applicant to ensure the information provided is correct.
- Applications will be declined if all obligations to any Owner or its Agents have not been fulfilled.
- An application fee of **\$50.00** is required per applicant 21 years of age and older, which covers the cost of the screening company (minimum \$50.00).
- An application fee of **\$50.00** is required per applicant 18-20 years of age for a criminal background check, which covers the cost of the screening company (minimum \$50.00).
- A **\$500.00** security deposit is required for all apartments.
- A **\$100.00 non-refundable** Administrative Fee is due upon move in.
- The application fee and security deposit are to be paid in two separate checks or money orders at the time the application is submitted. If the applicant is not approved, the security deposit and application fees will be returned to the applicant.

INCOME REQUIREMENTS

- Applicants are responsible for providing proof of all sources of income. (Proof may include three most recent consecutive payroll statements from a current employer, SSI, SSDI, Military or other appropriate documentation).
- Applicants must have a gross income of at least **two times** the monthly rent to qualify.
- If we are unable to verify income, you may be required to pay an additional deposit or may be denied.

CREDIT HISTORY

- All occupants 21 years or older must apply, be approved and be listed on the lease as a leaseholder.
- Any bankruptcy proceedings must be closed and be at least 2 years old. Also, all credit established after the bankruptcy must be current. Collection accounts must be paid in full, show a record of regular payments being made, or have a satisfactory reason for a dispute in progress. Landlord may consider rental and credit history for the past 7 years.
- The last month's prepaid rent may be required if any poor credit history is reflected in the credit report.

RENTAL / OWNER OR ITS AGENT HISTORY

- All applicants must provide positive Owner or its Agent references from a non-family source/friend for the previous year.
- All previous rental payments must have been made on time and without demand for the previous year.
- Applicants must have satisfactorily completed their existing rental contract.
- Applications may be declined in whole if an eviction record is found or if applicant has any collections or balances due to an Owner or its Agent during the past 7 years.

CRIMINAL RECORD

- A criminal background history from the city and/or county/state in which the applicant resides or has resided is required of all persons 18 years or older who will be occupying the apartment.
- Owner reserves the right to deny the applicant if a conviction, other than traffic violations, is disclosed, discovered, or appears on the applicant's criminal record, if in the discretion of the Landlord, such criminal convictions demonstrate that the applicant poses a risk to the community or others. Landlord shall consider convictions which have occurred during the past 5 years, except for convictions or deferred judgments for serious crimes such as murder, manslaughter, involuntary manslaughter, negligent homicide, stalking, manufacture or distribution of methamphetamine, possession of materials to make methamphetamine or amphetamine which have occurred at any time. Landlord shall apply a balancing test when evaluating criminal records giving due consideration to the nature and severity of the crime, the age of the applicant and crime, any rehabilitative efforts, the credit and rental history of the applicant before and since the criminal actions/conviction occurred. Landlord shall not consider arrests alone.
- If any charges are pending, Owner will not consider or approve the applicant until such time as the charges have been adjudicated/resolved/dissolved, at which time applicant may reapply.
- Owner does not allow registered sex offenders and/or any person required to register to occupy.

The signatures to these leasing criteria represent to the Owner or its Agent that they intend to reside on the premises and understand that their failure to reside on the premises will be a material breach of any lease agreement that may be entered.

I, Applicant, have read and understand the above criteria and understand that a credit check, criminal background, rental verification, and employment history may be made and may be required to determine eligibility. I understand that if negative or false information is found in any category listed above, I will be subject to occupancy denial. I understand and agree that as of the signing of this application, the criminal background check, as well as other verification of information provided, has not been done. Therefore, as Applicant, I understand that any misinformation whether intentional or not, which I have provided or failed to provide will be considered a material breach of any lease which may be signed subsequently, and that if such misinformation is uncovered, I will be required to move within 72 hours' notice by the Owner or its Agent. Applicant must answer all questions, as failure to answer a question shall be deemed to be a No and/or as misinformation. Applicant has a duty to investigate his/her rental history, credit, and criminal status, to ensure any and all information provided is true, correct and complete, as such information is being used to induce Owner or its Agent into allowing Applicant to move-in and become a Resident.

I, Applicant, further understand and agree that I am depositing the sum of \$500.00, with the Owner or its Agent, as an earnest money deposit. This amount may be used as a damage deposit upon approval of my application and the signing of a lease agreement with the Owner or its Agent. If I am denied for any reason, I understand that I will receive my security deposit and application fee(s) back.

Applicant has 72 hours after application is signed below to rescind his application. However, after this 72 hour period has passed, in the event that the application is approved, and the applicant(s) refuse(s) or fail(s) to sign a lease agreement and occupy the premises, for any reason, the Owner or its Agent shall retain the deposit as liquidated damages for the lost opportunity to rent to others, the costs of showing the property again, related time and advertising costs, and other expenses incurred by the applicant's refusal.

On ____/____/____ at 5:00 pm the deposit becomes non-refundable.

Finally, as Applicant, the signatures below represent approval that the Owner or its Agent may, and has permission to: obtain credit reports, do a personal background check, and conduct employment, residential, and financial history reports, for credit, asset, or location purposes. Furthermore, the undersigned recognize(s) that he/she/they has/have a continuing duty to notify the Owner or its Agent of any changes to any of the information contained in this application for the length of the tenancy, and Owner is entitled to obtain this information from time to time from Resident, and failure to provide such information shall be considered a material breach

In compliance with State and Federal Fair Housing Guidelines, Westover Gardens Apartments does not discriminate based on familial status, disability, gender, creed, marital status, sexual orientation, gender identity, source of income, immigration status, disability, race, color, sex, gender expression, national origin, or ancestry, or any other protected class. Residential qualifying criteria are subject to change at Owner's discretion and without notice.



Applicant Date

Applicant Date

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