



## **MARTIN FEIN INTERESTS, LTD. RENTAL APPLICATION CRITERIA**

Welcome to Willow at Marvida. Before you apply to rent a home in our community, please take time to review these rental criteria to determine if you are eligible. The term “applicant(s)” under these criteria means the person(s) who will be signing the lease as “resident”; the term “Occupant(s)” in these criteria means the other person(s) authorized to be occupants under the Lease. 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 in the community have met these requirements. There may be residents and occupants who have resided in the 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 receive from the various resident credit reporting services used.

**RENTAL APPLICATION:** These criteria are a guide to the rental requirements for our community. Together with the Rental Application for Residents and Occupants (the “Application”), these criteria will govern your Application to our community. Any person 18 years of age or older will be required to complete and sign an Application and sign the lease as a “resident”. You are hereby advised that all applicants must be at least eighteen (18) years of age to enter into a lease for a home in our community. We reserve the right to verify any information provided by any legal means including having third-party companies verify the authenticity of proof of income.

**EMPLOYMENT:** All applicants must have a verifiable and acceptable employment history. If an application is relying on a new employment position, applicant must provide a letter of intent from the new employer. Additional proof may be required. We do not accept any applicants whose income is derived from an adult enterprise (as the term “enterprise” is defined in Chapter 28 of the City of Houston Code of Ordinances).

**INCOME:** Monthly gross income for all applicants will be considered jointly, and must be no less than three (2.5) times the current monthly market rent (before considering any specials that would affect the monthly rent). Prior to approval, all income must be verified by you providing to our community with your Application at least one (or more if requested) of the following documents:

- Last two (2) consecutive payroll check stubs with YTD
- Previous years W-2 or 1099
- Last two (2) consecutive bank/financial statements demonstrating monthly deposits equivalent to three (2.5) times the market rent amount.
- Proof of child and/or spousal support payments (official documents provided)
- Proof of social security income, disability or similar regular government payments
- Proof of retirement or trust fund income
- Those self-employed must provide previous year’s personal income tax returns and six (6) months of personal bank statements as evidence of income and verification of the legitimacy of the business (including, but not limited to, documentation of the business’ registration with applicable governmental entities, assumed named certificates, and other information regarding the business). Self-employed applicants must prove an annual total income amount of at least three (3) times the market rent amount x (12) and verify that the business subject to the self-employment is legitimate. Applicants that have a job in which the applicant’s income is based mainly off of tips, bonuses or commissions will be considered self-employed.

**GUARANTOR:** An applicant who is either a full-time student or a senior citizen whose gross income does not meet the requirements will need a qualified guarantor. A guarantor must meet all rental criteria and provide verifiable monthly gross income of five (5) times the current monthly market rent. The guarantor must complete, sign and submit a Rental

Application, Guaranty of Resident Obligations and a lease guaranty agreement. Guarantors may be held responsible for the entire rent and other costs, such as damages. A guarantor must be used for any applicant who is a full-time student and who qualifies under these criteria for all but the Income, Credit and Employment criteria.

NON-U.S. CITIZENS: Any applicant who is a non-U.S. citizen must show documentation from the U.S. Citizenship and Immigration Services (USCIS), which may include but is not limited to proof of a valid visa or resident green card, which allows the applicant(s) to legally be in the United States. Since some USCIS forms do not have a photo on them, in such a situation an applicant(s) may also be asked to show the applicant's passport or other proper identification.

RENTAL HISTORY: Applicant must have a minimum of six (6) months satisfactory rental history. Factors considered in determining satisfactory history will include a history of no more than two (2) late payments not to exceed thirty (30) days past due, or no more than two (2) returned checks; within a one (1) year period. The resident must have given adequate notice to vacate and have no outstanding financial obligations to previous landlords. No applicant or occupant may have an unacceptable rental history. If applicant does not have any current rental or mortgage history, an additional deposit may be required.

CRIMINAL HISTORY: If any applicant or occupant has:

1. a conviction or received deferred adjudication for any felony;
2. a conviction or received deferred adjudication for the following class A misdemeanor offenses, the rental application will be rejected:
  - (i) Offenses classified by the Texas Penal Code, as an offense against the person, an offense against the family, arson, criminal mischief and other property damage or destruction, robbery, burglary and criminal trespass, theft, disorderly conduct and related offenses, public indecency, weapons and intoxication and alcoholic beverage offenses;
  - (ii) Offenses identified in the Texas Controlled Substances Act as a class a misdemeanor;
3. a conviction or received deferred adjudication for any other offenses for which a person is required to register as a sex offender in the state of Texas;
4. A conviction or received deferred adjudication (or a similar designation in any other jurisdiction) for any federal offenses in another jurisdiction classified in a category similar to those identified in this section.

We reserve the right, but are under no obligation, to make exceptions to this policy for non-violent offenses.

CREDIT: All applicants must have an acceptable credit history. If bankruptcy has been declared, we require the bankruptcy to be discharged and new positive credit established. Existing credit must be more than 50% positive.

OCCUPANCY LIMIT: No more than two (2) persons (resident or occupant) per bedroom may occupy a dwelling. Notwithstanding the foregoing, 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. Residents who have a child less than twenty-four months old at the time of rental application or lease renewal and residents whose child has reached twenty-four months of age during the lease term may be required, at the time of the next lease renewal, to (1) move to another available unit which has more bedrooms, or (2) move out. For the purposes of this occupancy policy a "family" shall consist of the following persons: one or more individuals (who have not attained the age of 18 years) being domiciled with: (1) a parent or another person having legal custody 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.

**OCCUPANCY GUIDELINES:** In the event applicant becomes a resident in our community, applicant will be prohibited from:

- (i) Renting, or offering to rent or licensing all or any part of applicant's apartment to anyone else unless otherwise agreed to by us in writing;
- (ii) Accepting anything of value from anyone else for the use of any part of applicant's dwelling; or
- (iii) Listing any part of applicant's apartment on any lodging website or with any person or service that advertises dwellings for rent.

**RENTER'S INSURANCE:** We require all occupied dwellings to have and maintain a renter's or liability insurance policy, either of which must have at least \$100,000 in general liability coverage. Proof of coverage will be required prior to taking possession of the home leased. You agree to maintain the insurance policy, at your own expense, during the term of the lease and any subsequent renewal periods.

**PETS:** Pets (dogs & cats only) are permitted with a \$250 pet deposit for one or two pets, non-refundable pet fee as outlined by the Fido Score and \$35 monthly pet rent for one pet and \$70 for two pets. We utilize a third-party company to screen household pets, validate reasonable accommodation requests for assistance animals and confirm every resident understand our pet policies. All current and future residents are required to create an account, even if there is no pet in the apartment. If a pet will reside in the home, upon completion of your profile, a Fido Score will be generated for each pet. The Fido Score will determine if your pet is permitted, and which applicable fees will apply. Any pet with a Fido Score below 3 will not be permitted at the community. Applicants and Residents are responsible for the PetScreening.com profile fee. No more than (2) pets are allowed per dwelling. There is no maximum pet weight limit or breed restrictions.

Based on the PetScreening.com Fido Score, the following non-refundable one-time pet fees apply per pet:

- Fido Score of 5= \$250 per pet
- Fido Score of 4= \$350 per pet
- Fido Score of 3= \$450 per pet
  
- Prior to move-in or when a pet is acquired, you must provide management with a veterinarian certificate of health with the following information: name, breed, age, weight, shots or vaccinations. You must provide a picture of pet(s) for our records. Pet may also be interviewed by the property manager prior to move-in of the pet.
- Animals designated as assistance animals will be allowed in accordance with applicable fair housing regulations.
- Reference the TAA Animal Addendum and Animals and Assistance Animals section of the Resident Handbook for details. Please be prepared to fill out all fields that are applicable in the PetScreening.com profile so an accurate Fido Score is generated. Management will not refund pet fees if additional details are added later that result in a higher Fido Score.

**PARKING RULES:** Limit one (1) vehicle per lease holder (including motorcycles) per dwelling. A property parking decal is to be displayed and visible on resident vehicles in the location and manner prescribed by the property. No recreational vehicles of any type will be permitted. Trailers are not allowed to be stored on the property. If the property has reserved parking space, reserved parking spaces will be assigned by the Management Office. Parking spots are assigned and may not be altered at any time. Unauthorized vehicles or vehicles parked in an unauthorized manner will be towed in accordance with state law.

**INITIAL LEASE TERM:** Six to thirteen-month lease terms based on availability.

**FALSE INFORMATION:** Any falsification of information on the application will automatically disqualify the applicant and all deposits and application money will be forfeited.



## **Privacy Policy for Personal Information of Rental Applicants and Residents**

We are dedicated to protecting the privacy of your personal information, including your Social Security or other governmental identification numbers. We have adopted a privacy policy to help ensure that your information is kept secure. We follow all federal and state laws regarding the protection of your personal information.

**How information is collected.** You will be furnishing some of your personal information (such as your Social Security or other governmental identification numbers) at the time you apply to rent from us. This information will be on the rental application form or other document that you provide to us or to an apartment locator service, either on paper or electronically.

**How and when information is used.** We may use this information in the process of verifying statements made on your rental application, such as your rental, credit and employment history. We may use the information when reviewing any lease renewal. We may also use it to assist us in obtaining payment from you for any money you may owe us in the future.

**How the information is protected and who has access.** In our company, only authorized persons have access to your Social Security or other governmental identification number. We keep all documents containing this information in a secure area, accessible only by authorized persons. We limit access to electronic versions of the information to authorized persons only.

**How the information is disposed of.** After we no longer need your Social Security or other governmental identification numbers, we will store or destroy the information in a manner that ensures that no unauthorized person will have access to it. Our disposal method may include physical destruction or obliteration of paper documents or electronic files containing such information.

**Locator Services.** If you found us through a locator service, please be aware that locator services are independent contractors and are not our employees—even though they may initially process rental applications and fill out lease forms. You should require any locator services you use to furnish you their privacy policies, as well.

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Resident Signature

Date

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Resident Signature

Date

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Resident Signature

Date

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Resident Signature

Date

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Resident Signature

Date

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Resident Signature

Date

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Owner's Representative

Date