



## STATEMENT OF RENTAL POLICY AND TENANT SELECTION CRITERIA

### Revised September 30, 2016

Thank you for choosing The Quarters on Campus! Please make sure you review this Statement of Rental Policy and Tenant Selection Criteria before applying for an apartment home. The term “applicant” in this document is defined as the person or persons who will be signing the Lease as the “resident.” All applicants must be 18 years of age or older to qualify as a resident, absent any legally recognized exceptions to that minimum age. All individuals must complete an application and be listed as a resident on the Lease Agreement. The term “occupant” in this document is defined as the person or persons who will be listed on the lease agreement who is under the age of 18, absent any legally recognized exceptions to that minimum age and who is residing at this community. Some criteria listed in this policy will apply to the applicants only and other criteria will apply to all occupants. Please note that this is the tenant selection criteria for this community; and nothing contained herein constitutes a guarantee or representation that all residents and occupants currently residing here have met these requirements. There may be persons who have resided here since prior to this criteria going into effect. Our ability to verify information is limited to the information made available to us by the third party reporting services we have used.

**EQUAL HOUSING:** The Quarters on Campus is an Equal Housing Opportunity Provider, doing business in accordance with the Federal Fair Housing Act, state laws and local ordinances. The Quarters on Campus does not discriminate against any person because of their presence in a recognized protected class, including but not limited to race, color, religion, sex, handicap, familial status, or national origin.

**APARTMENT AVAILABILITY:** Applicants 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 definitely be available for occupancy by an applicant at any 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 the applicant’s application 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 days.

**RENTAL CRITERIA:** All applicants and co-signers must agree to the following by executing this Statement of Rental Policy and Tenant Selection Criteria and a rental application form. Applicant(s) hereby consent to allow The Quarters on Campus, through its designated agent and its employees, to obtain and verify credit information, including criminal background search(es), for the purpose of determining whether or not the applicant is eligible to lease an apartment. Applicant understands that upon leasing an apartment, The Quarters on Campus and its agent shall have a continuing right to review credit information, rental application, criminal background, payment history and occupancy history. Faxed signatures are acceptable; however, original signatures must be obtained prior to move-in.

**INCOME:** All Leaseholder’s and Guarantor’s income combined must equate to three times (3x) the monthly rent. The three types of income used to establish the income to rent ratio eligibility are: employment income, other income and personal assets. Please consult a leasing associate for the specific income to rent ratio designated for The Quarters on Campus.

**SCORING OF CONSUMER CREDIT:** If all applicant’s combined income meets this community’s income requirements for the apartment applied for, The Quarters on Campus will proceed in running a thorough credit check on all applicants age 18 and older, absent any legally recognized exceptions to that minimum age, who apply for residency. The Quarters on Campus uses an expert statistical credit scoring system to evaluate consumer credit. This information is typically compared to the credit trends of other consumers to predict how likely it is that the applicant will pay rent in a timely manner and fulfill all lease obligations. Based upon the applicant’s credit score and check writing history, the application will be accepted, rejected, or accepted on the condition that an additional security deposit is paid and/or payments in the form of cashier’s check or money are made. If the application is rejected or accepted with conditions, the name, address and telephone number of the consumer reporting agencies which provided the consumer information will be disclosed. The applicant will be automatically rejected if an eviction judgment exists against them which occurred in the past five (5) years. An applicant rejected for unsatisfactory credit is encouraged to obtain a copy of their credit report, correct any erroneous information that may be on the report and submit a new application to this community for further consideration.

**OBTAINING AND USING CRIMINAL RECORDS:** A criminal history report will be obtained for every applicant. We will review and utilize its contents without regard to the applicant’s race, national origin, or presence in any other protected class. As an apartment community where people reside in close proximity, we strive to make reasonable efforts to provide that those who live here are not likely to jeopardize the safety of other residents and their property. Convictions for, without limitation, murder, rape, sexual assault, molestation, assault, battery, arson, terrorism, burglary and theft, prostitution, animal cruelty, which have occurred within the seven years immediately preceding the date of the application, may cause a rejection of your application or an adverse decision regarding your proposed or actual tenancy in our community. To the extent we are able to, we will consider the nature, severity and recentness of criminal conduct found in your criminal history, and what you have done since your conviction(s), if any. If you have convictions for drug manufacturing or distribution, or are subject to a lifetime registration requirement under a state sex offender registration program, your application will be rejected. Nothing contained in this paragraph constitutes a guarantee or representation by us that any person currently residing in our community has not been convicted of or

is not subject to deferred adjudication for any of the above. There may be persons who have resided here since prior to this requirement going into effect. Our ability to verify criminal records information is limited to the information made available to us by the third party reporting services we have used.

**GUARANTOR:** In the absence of any of the above financial qualifications, with the exception of negative credit, a guarantor may be accepted. Guarantors must fully meet the credit and criminal background requirements. Any Guarantor’s income must be verified. All applicants using a Guarantor must abide by the Screening Recommendation. Guarantor must sign the Lease Contract Guaranty and all other documents required by Management. Guarantor will be fully responsible for the lease if the Resident(s) default.

**OCCUPANCY HISTORY:** We reserve the right to verify up to 24 months of your previous rental history. A positive record of prompt monthly payment, sufficient notice given and no damages is expected. Renting from a relative is not rental history which we will consider. Home mortgages can substitute for rental history. If there is no rental history, applications may, within our sole discretion, be approved with an additional security deposit.

**FEES/DEPOSITS:** In order to reserve an apartment home, applicant must submit an executed application along with the following fees and deposits:

- A non-refundable application fee of \$250.00 for each applicant 18 years or older, absent any legally recognized exceptions to that minimum age.
- A refundable deposit of \$100.00 for each applicant 18 years or older, absent any legally recognized exceptions to that minimum age.

Applicant understands that an additional security deposit may, within our sole discretion, be required based on credit scoring requirements. If, for any reason, Management decides to decline the application, Management will refund the administrative fee and the security deposit in full. 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 fails to sign a lease or take occupancy of the premises on the agreed date, Management may, within its sole discretion, retain the administrative fee and the security deposit as liquidated damages for the amount of rent lost and any expenses incurred due to the cancellation.

**OCCUPANCY POLICY:** An apartment home shall contain sufficient bedroom space to accommodate the size of an applicants' household. As a general rule, “sufficient bedroom space” is determined by the number of people in the apartment home. No more than two people for each bedroom plus one is allowed in the apartment home. This means no more than three persons may occupy a one-bedroom apartment, no more than five persons may occupy a two-bedroom apartment, no more than seven persons may occupy a three-bedroom apartment, and no more than nine persons may occupy a four-bedroom apartment.

The term “equivalent” room does not include bathrooms, kitchens, foyers or laundry rooms. All members of the household, regardless of age, will be required to be listed on the lease agreement. The Quarters on Campus policy is to conform to local and state requirements to the extent that they require a different standard than stated here.

**INTERNATIONAL RENTAL CRITERIA:** In addition to qualifying under the terms stated in the Statement of Rental Policy and Tenant Selection Criteria, applicants from countries other than the United States **WHO DO NOT HAVE A SOCIAL SECURITY NUMBER ARE TO BE PROCESSED MANUALLY** and must meet the following criteria:

- An original, valid passport showing raised notary seals and USCIS (US Citizenship and Immigration Services) documentation, which includes a photograph and fingerprints, is required. Expired passports or USCIS documents result in an automatic decline of application. On the Rental Application for Residents and Occupants, the applicant is to fill in the Passport Number in lieu of a Social Security Number.
- International applicants with a Guarantor are required to pay AN ADDITIONAL ONE MONTH’S RENT AS A DEPOSIT.
- International applicants with no Guarantor, but verifiable employment are required to pay AN ADDITIONAL TWO MONTH’S RENT AS A DEPOSIT.
- International applicants with no Guarantor, but are selfemployed or unemployed with verification of income are required to PAY AN ADDITIONAL THREE MONTHS RENT AS A DEPOSIT.
- International applicants with no Guarantor and non-verifiable employment may pay entire lease term IN FULL and PAY AN ADDITIONAL ONE AND ONE HALF MONTHS RENT AS A DEPOSIT.
- Acceptable verifications for employed applicants are a notarized letter of employment from the applicant’s employer. The letter shall be on company letterhead, signed, and have a notary seal on the letter.
- All payments are required in U.S. Certified Funds.

**HOLD HARMLESS ACKNOWLEDGMENT:** Applicant agrees that West Campus Partners, Limited Partnership and Quarters West Campus Phase II, LLC, herein known as "The Quarters on Campus" do not promise, warrant, or guarantee the safety and security of resident, resident’s family and occupants, or resident’s personal property, against the criminal actions of other persons. Furthermore, The Quarters on Campus and San Miguel Management, Limited Partnership shall not be liable for any damage or injury to resident, resident’s family, occupants or to any person entering the building of which the leased premises are a part , for injury to person(s) or property arising from theft, vandalism or casualty occurring on the premises or in the buildings; the term “premises” is defined to include any common areas and the surrounding area. Resident agrees to indemnify and hold harmless The Quarters on Campus and San Miguel Management, Limited Partnership from all claims, costs and expenses arising from injury to person or property. Each resident has the responsibility to protect him or herself and to maintain appropriate insurance to protect his/her belongings. Your lease will determine whether or not you will be required to carry insurance. Residents are to contact an insurance agent to arrange appropriate insurance protecting their personal property. **Residents**

**are required to secure and maintain liability insurance with limits not less than \$100,000.00.** Proof of coverage is required prior to move-in. In the event that coverage is not secured or maintained, The Quarters on Campus may, in its sole discretion, purchase insurance for the resident and add a premium into Rent. Additionally, insurance policy must name The Quarters on Campus and San Miguel Management, Limited Partnership as additional insureds. It is also recommended that residents secure property insurance to cover their personal possessions, as the insurance coverage maintained by The Quarters on Campus and San Miguel Management, Limited Partnership does not protect Resident from loss of personal property by theft, fire, water damage and any other perils. In addition, The Quarters on Campus and San Miguel Management, Limited Partnership are not responsible for damage to resident vehicles. Resident is responsible for maintaining appropriate vehicular or automobile insurance coverage.

**NOTIFICATION STATUTES:** For your information, you may obtain (under state statutes: TX Revised Civil Statutes: Title 110A, Article 6252-13c.1) information about sexual offenders and/or predators in your state. The information can be obtained in all 50 states of <http://www.openrecords.org> however, listed below are the states that The Quarters on Campus operates a majority of the business: Texas (512) 424-2090 or <http://www.txdps.state.tx.us>

**VEHICLES:** parking spaces are available to rent at The Quarters on Campus. Commercial vehicles and recreational vehicles are not permitted.

**PETS:** You have chosen to reside at a pet friendly community. There is a pet deposit of \$300, a pet fee of \$300 and monthly pet rent of \$35 per pet (max is two pets per apartment home). The max weight limit per pet is 35lbs. Proof of current rabies vaccine is required prior to move in, in addition to a current pet photo. The property recognizes and operates parallel to local Leash Law expectations and requirements. It is the pet owners responsibility to pick-up after their pet and failure to do so can result in lease violation notification and penalties. Actual Service Animals will be allowed in accordance with law and no pet fee or animal deposit will be required. Fair Housing Law may authorize us to inquire about animals represented to be service animals and their nexus with the person’s disability, and in some circumstances proper documentation may be requested and required by The Quarters on Campus, in its discretion, before a determination concerning the presence of an animal in the community will be made.

**FLOTATION BEDDING SYSTEMS/WATER TANKS:** Flotation bedding systems (waterbeds) or water tanks over 50 gallons will be allowed on any floor, only if a copy of the current renter’s insurance policy naming The Quarters on Campus and San Miguel Management, Limited Partnership as additional insured is maintained in the resident file.

**SATELLITE DISH:** The Quarters on Campus allows the installation of one satellite dish per apartment in accordance with FCC and local access laws. Not all apartments are suitable to satellite reception and The Quarters on Campus cannot guarantee that satisfactory transmission will be received. There are limitations, in our sole discretion, on how and where a satellite dish can be installed and the appropriate addendum, in our sole discretion, must be signed prior to installation. Liability insurance (minimum coverage amount of \$50,000) is required and a copy of the insurance must be presented prior to installation. Additionally, a \$200 security deposit must be paid prior to installation.

**ELECTRONIC CHECK POLICY:** The Quarters on Campus reserves the right to utilize Accounts Receivable Entry (ARC) to process personal checks through the ACH (Automated Clearing House) system and is compliant with NACHA (The Electronic Payments Association) rules. These rules require that The Quarters on Campus provide residents and prospects the following notification: when you provide a check as payment, you authorize The Quarters on Campus to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. The Quarters on Campus will use information from your check to make an electronic fund transfer and funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

**ACKNOWLEDGMENT:** By signing below, you acknowledge and represent to us **that you have had the opportunity to review The Quarters on Campus Statement of Rental Policy and Tenant Selection Criteria, contained in this document. The tenant selection criteria includes factors such as a criminal history, credit history, rental history, and current income. If you do not meet our criteria, or if you provide inaccurate or incomplete information to us, your application may, in our sole discretion, be rejected; and in that event, any administrative fee you have paid us will not be refunded.**

**Applicant’s Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Guarantor’s Signature** \_\_\_\_\_ **Date** \_\_\_\_\_