



STATEMENT OF RENTAL POLICY
AND TENANT SELECTION CRITERIA
Revised November 2019

GENERAL INFORMATION: Thank you for considering The Quarters on Campus (Quarters) as your new residence! Please make sure you review this Statement of Rental Policy and Tenant Selection Criteria before applying for an apartment home. For your information, the term “Applicant” in this document means the person who submits an application to Quarters for rental of one of our residences. Each person whose application is approved and who is offered a lease for one of our apartment homes must agree to sign the Lease as the “Resident.” The term “Resident” means a person who is authorized by one of our leases to occupy one of our dwellings (the “leased premises”) to the exclusion of others. To qualify as a resident, one must be at least 18 years of age when the lease is entered into, which is the date the lease is signed, unless we are required by law to use a different age.

Every person who will reside in one of our apartment homes as Resident must fully and accurately complete and submit an application and be individually approved to rent from Quarters. In addition, every person who resides at Quarters must be identified as Resident on a written lease with us, and will be required to, among other things, sign one of our leases before taking possession of the rental unit (the “leased premises”).

The term “Occupant” in this document means a person who will reside in one of our apartment homes, with our written consent, in a capacity other than that of Resident and who will be listed on the lease agreement and identified as an Occupant. Anyone who has the legal capacity to enter into a contract in Texas, however, will not be permitted to reside in one of our apartment homes except as a Resident (rather than an Occupant), unless there are legally recognized and permissible exceptions to this policy which are brought to our attention at the time the lease is entered into.

Please note that this is the Tenant Selection Criteria for this community. Nothing contained herein constitutes a guarantee or representation that all persons currently residing at Quarters have satisfied the Tenant Selection Criteria currently in effect at Quarters. There may be persons who have resided here since prior to these criteria going into effect. In addition, we cannot guarantee but we will use diligent efforts to ensure that those who are approved for tenancy at, and lease from, Quarters have satisfied our Tenant Selection Criteria. Please note that the ability of Quarters to verify information about an individual, however, is affected by and may be limited to, without limitation, the accuracy and truthfulness of the information provided to us by an applicant or others from whom we obtain additional and pertinent information relating to an application. Typically, we will utilize third-party services in the application evaluation process, but we are not required to do so.

As set forth in more detail below, Quarters may deny an applicant for residency based upon, without limitation and as set forth in more detail below, the following:

- The applicant’s criminal history;
- The applicant’s rental history;
- The applicant’s current income;
- The applicant’s credit history;
- Failure by the applicant to provide accurate or complete information on the application form;
- An applicant’s sex offender status (if any);
- The applicant’s failure to timely pay the required fees and deposits as determined by Quarters; and
- Failure of an applicant to adhere to the criteria set forth herein.

EQUAL HOUSING: Quarters is an Equal Housing Opportunity Provider. Quarters 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 or disability, familial status, or national origin, along with any other protected classes existing under state law or applicable local ordinance

APARTMENT AVAILABILITY: Applications for apartment homes will be accepted on a first come – first served basis and are subject to the availability of certain floor plans, sizes, and the like. “Availability” cannot be guaranteed and does not mean that any particular apartment will definitely be available for occupancy on any given or estimated date. “Available” apartments include those for which the current resident of the apartment has provided Quarters with written notification that they will vacate on or before a specific date and will not hold over beyond that date.

Under certain circumstances, we will permit current residents who are not in default under their lease to withdraw or change the written notification they have provided to Quarters that they will vacate on or before a specific date; and this may affect the inventory of rental units Quarters has available for move-in at any given time. Other circumstances may also arise beyond the control of Quarters which may also affect our inventory or delay the date an apartment becomes available for move-in. Factors such as, without limitation, deposits being placed to hold an apartment out of inventory for a period of time, a lease being executed sooner than anticipated or required, delays related to guaranty agreements being agreed to, signed and timely submitted, applications being processed more quickly than anticipated, or other reasonably foreseeable situations involving schedules and personal matters may also affect our ability to deliver possession of an apartment on any given date or at any specific time. We will act with diligence, however, to attempt to avoid lengthy delays.

RENTAL CRITERIA: These criteria are directly applicable to all applicants, residents and occupants and indirectly to all guarantors. Each applicant and guarantor must sign this Statement of Rental Policy and Tenant Selection Criteria before a resident’s tenancy at Quarters may begin. Each applicant must fully and accurately complete, sign and submit a written application, on the form provided by Quarters before a resident’s tenancy at Quarters may begin. Each guarantor must fully and accurately complete, sign and submit a written lease contract guaranty, on the form provided by Quarters before a resident’s tenancy at Quarters may begin. Each lease contract guaranty will become a part of the

lease signed by the resident whose lease obligations are being guaranteed. Each applicant, resident and guarantor authorize Quarters and its designees and representatives to verify the information provided on the application and in the guaranty, and obtained during the verification process, by such means as, without limitation, consumer reports, rental history reports, credit history reports and credit activity; and this authorization will also extend to investigation and verification of criminal history and sex offender registration and status. Each applicant, resident, occupant and guarantor understands that once an apartment at Quarters is leased, Quarters (directly or indirectly) shall have a continuing right to review credit information, information provided on the rental application and on the lease guaranty agreement, criminal history, payment history and occupancy history. Quarters requires original signatures on this form and on the application, lease, lease addenda and lease contract guaranty prior to move-in. In its sole discretion, Quarters may permit electronic and fax signatures for any or all of the foregoing documents.

INCOME: The combined monthly income of all residents and their guarantors must equal a minimum of three times the monthly rent amount for the leased premises which will be set forth in the lease. Quarters will consider three types of income, those being employment income, other income and personal assets, to establish the income to rent ratio eligibility. Please consult with a Quarters leasing professional if you have any questions about the income requirements utilized by Quarters. Signing this Statement of Rental Policy and Tenant Selection Criteria is an acknowledgement by you that you have had an opportunity to ask all questions you may have and that you have been provided answers to your satisfaction.

SCORING OF CONSUMER CREDIT: If the combined monthly income of all applicants identified in the application and their proposed guarantors equals a minimum of three times the monthly rent amount for the leased premises which will be set forth in the lease, Quarters will then commence, directly or indirectly, a credit check on each applicant applying for residency. Quarters 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, among other things, the application may be accepted, rejected, or accepted with conditions such as the requirement of one or more lease guarantors, payment of an increased amount of security deposit, and/or payment of rent in a particular manner or via a particular form of payment, each of which shall be determined in the sole discretion of Quarters. 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. Any applicant against whom an eviction judgment has been entered or taken in the five years preceding the date the application is signed will not be approved for tenancy at Quarters.

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 can, 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 criterion going into effect. Please note that the ability of Quarters to verify information about an individual, however, is affected by and may be limited to, without limitation, the accuracy and truthfulness of the information provided to us by an applicant or others from whom we obtain additional and pertinent information relating to an application. Typically, we will utilize third-party services in the application evaluation process, but we are not required to do so.

GUARANTOR: Quarters may, in its sole discretion, approve the application of an applicant who does not individually meet its income and/or credit criteria if one or more guarantors approved by Quarters fully and accurately complete, sign and submit a written lease contract guaranty, on the form provided by Quarters, and unconditionally agree to and guaranty all obligations of all residents under the lease including rent, late charges, property damage, repair costs, animal-rules violations charges, reletting charges, utility payments, and all other sums which may become due under the lease. Each lease contract guaranty will become a part of the lease signed by the resident whose lease obligations are being guaranteed. Whether a guarantor is approved by Quarters will be affected by the guarantor’s ability to satisfy the criteria set forth herein.

Each guarantor authorizes Quarters and its designees and representatives to verify the information provided on the lease contract guaranty and obtained during the verification process, by such means as, without limitation, consumer reports, rental history reports, credit history reports and credit activity reports. Each guarantor’s income must be verified, and each lease guaranty agreement must be signed and received by Quarters before Quarters will finally approve any application for tenancy which depends upon one or more guarantors for approval

OCCUPANCY HISTORY: Each applicant authorizes Quarters to verify up to 24 months of the applicant’s previous rental history. An acceptable verification will include proof that prompt monthly payments were made, an absence of prior eviction proceedings involving an applicant, proof that proper and sufficient advance notice of move-out was given by the applicant, proof that there is no material outstanding indebtedness owed by the applicant to a former landlord, and proof that an applicant was not responsible for property damage to a former residence beyond normal wear and tear. Renting from a relative is not rental history which Quarters will consider. An applicant’s history with home mortgages can be substituted for rental history in the sole discretion of Quarters. If there is no rental history, applications may, within the sole discretion of Quarters, be approved with payment of an additional security deposit, or use of a lease guarantor(s) approved by Quarters

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

- A non-refundable application fee of \$250.00 to offset the costs of screening an applicant for acceptance as a tenant; and

- A refundable application deposit of \$100.00, which is refundable if an applicant is rejected as a tenant at Quarters.

Applicant understands and agrees that, in addition to the foregoing, a separate security deposit will be required from an applicant whose application for acceptance as a tenant is approved and who then signs a lease as a resident at Quarters. Applicant further understands that Quarters may require, in its sole discretion, a resident to pay a higher security deposit, based on credit scoring requirements, depending upon the extent of an applicant's compliance with the applicable criteria.

If the applicant is rejected as a tenant at Quarters there will be a refund of the application deposit and, if one has been paid at the time the application is declined, the security deposit. If an applicant is conditionally approved for tenancy at Quarters, but chooses not to timely comply with the additional conditions, that applicant's application will be considered declined. If the application is approved and the applicant fails to sign a lease or take occupancy of the leased premises on the agreed date, Quarters may, in its sole discretion, retain the application fee and the application deposit as liquidated damages for such items as lost rent, lost opportunity to rent, expenses incurred in processing an application, verifying information pertaining to an applicant and any guarantor, and lost expenses incurred due to the applicant's failure to sign a lease or take occupancy of the leased premises on the upon agreed date.

OCCUPANCY POLICY: An apartment home shall contain sufficient bedroom space to accommodate the size of an applicants' household. The term apartment home means the area which includes all bedrooms and the kitchen, dining area, living area and all common areas shared by the residents of the individual bedrooms. As a rule, "sufficient bedroom space" will be 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. This policy applies whether or not a resident's tenancy is a "rent by the bed" tenancy.

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.** They must complete the standard application form utilized by Quarters as well as the supplemental rental application for non-U.S. citizens to be provided by Quarters and must also 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.
- Due to reasonably foreseeable difficulties in contract enforcement and collection of sums due from non-U.S. citizens, international applicants who are accepted as a tenant at Quarters, with a Guarantor will be required to pay the standard security deposit plus AN ADDITIONAL ONE MONTH'S RENT AS THE TOTAL DEPOSIT prior to taking possession of the leased premises.
- Due to reasonably foreseeable difficulties in contract enforcement and collection of sums due from non-U.S. citizens, international applicants who are accepted as a tenant at Quarters, with no Guarantor, but verifiable employment will be required to pay the standard security deposit plus AN ADDITIONAL TWO MONTH'S RENT AS THE TOTAL DEPOSIT prior to taking possession of the leased premises.
- Due to reasonably foreseeable difficulties in contract enforcement and collection of sums due from non-U.S. citizens, international applicants who are accepted as a tenant at Quarters, with no Guarantor but who are either self-employed, or unemployed with verification of income, will be required to pay the standard security deposit plus AN ADDITIONAL THREE MONTHS RENT AS THE TOTAL DEPOSIT prior to taking possession of the leased premises.
- Due to reasonably foreseeable difficulties in contract enforcement and collection of sums due from non-U.S. citizens, international applicants who are accepted as a tenant at Quarters, with no Guarantor and are either unemployed or who have non-verifiable employment may pay rent for the entire lease term IN FULL and also PAY AN ADDITIONAL ONE AND ONE-HALF MONTHS RENT AS THE TOTAL DEPOSIT prior to taking possession of the leased premises.
- Acceptable verifications for employed applicants are a notarized letter of current employment from the applicant's employer, which is required to be on the letterhead of that employer, be signed by an officer of the employer, and the signature must be sworn to and notarized.
- 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" and "Quarters" 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, Quarters and San Miguel Management, Limited Partnership shall not be liable for any damage or injury to any applicant, resident, occupant or their family members or to any person entering the building of which the leased premises are a part or in which the leased premises are located 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 the leased premises and any common areas and the surrounding area. Resident agrees to indemnify and hold harmless The Quarters on Campus, Quarters and San Miguel Management, Limited Partnership from all claims, costs and expenses arising from injury to person or property. Each resident acknowledges having 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 certain insurance. Residents should contact an insurance agent to acquire appropriate insurance protecting their personal property. **Residents are required to acquire and maintain liability insurance with limits not less than \$100,000.00.** Proof of coverage is required prior to move-in; and full coverage must be maintained throughout the entire term of the tenancy. In the event that coverage is not acquired and maintained, this will be a material breach of the lease for the leased premises and Quarters may, in its sole discretion, declare resident to be in default and exercise appropriate remedies as provided by the lease, including eviction. There will be no absolute right afforded to a resident to cure a default related

to insurance. Additionally, each resident’s insurance policy must name The Quarters on Campus and San Miguel Management, Limited Partnership as parties of interest which shall entitle them to written notice from the insurer in the event of a cancellation or a lapse in insurance coverage, along with 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 vehicles on its premises. 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. If you have an animal, you will be required to have the written approval of Quarters to do so and you will be required to execute an animal addendum for each animal you have in the leased premises. You must, in addition, pay a refundable animal deposit of \$300 per animal, a non-refundable animal fee of \$300 per animal, and additional monthly animal rent of \$35 per animal; and you may not have more than two animals. The maximum weight limit per animal is 35 pounds. Proof of current rabies vaccine for the animal is required and Quarters personnel must be given the opportunity, in its sole discretion, to view the animal and keep a current photo of the animal which will reside in the leased premises, all prior to any animal being moved-into the leased premises. The property recognizes and operates parallel to local Leash Law expectations and requirements. It is the animal owner’s responsibility to pick-up after their animals and fully comply with the terms and provisions of the animal addendum referred to above. Exceptions to these criteria relating to animals may exist, under certain circumstances, when the animal assists persons with a disability. In those situations, accommodation requests will be addressed on a case by case basis once they are brought to the attention of Quarters.

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: Quarters 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 Quarters 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 \$200.00 additional security deposit will be required from each resident who has a satellite dish serving the leased premises and this additional sum, above and beyond all other security deposit amounts, must be paid prior to installation.

ELECTRONIC CHECK POLICY: Quarters 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 Quarters provide residents and prospects the following notification: when you provide a check as payment, you authorize Quarters 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. Quarters 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 include those factors set forth herein. If you do not meet our criteria, your application will be denied.**

Applicant’s Signature _____ **Date** _____

Applicant’s Signature _____ **Date** _____

Guarantor’s Signature _____ **Date** _____

Guarantor’s Signature _____ **Date** _____