APPLICATION POLICY MCCORMICK PROPERTY MANAGEMENT AND REALTY, LLC (WE ARE AN EQUAL OPPORTUNITY HOUSING PROVIDER)

WE ARE AN EQUAL OPPORTUNITY HOUSING PROVIDER, WE COMPLY WITH THE FEDERAL FAIR HOUSING ACT AND ALL STATE AND LOCAL FAIR HOUSING LAWS. WE DO NOT DISCRIMINATE AGAINST ANY PERSON BECAUSE OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, CREED, HANDICAP OR FAMILIAL STATUS. WE ADHERE TO ALL APPLICABLE STATE AND LOCAL FAIR HOUSING LAWS. <u>A RENTAL APPLICATION MUST BE PROCESSED ON ALL PROSPECTIVE TENANTS 18</u> YEARS OF AGE OR OLDER AND A NON-REFUNDABLE APPLICATION FEE MUST BE PAID FOR EACH APPLICANT.

- 1. <u>PROCESSING FEES</u>: A non-refundable processing fee is payable with this application. The processing fee will not, under any circumstances, be refunded or applied to any debt owed by the applicant to McCormick Property Management and Realty, LLC (hereinafter referred to as MPMR). Processing fee is \$75.00 for each applicant. All adult applicants (over 18 years of age) must fill out the application and sign the Lease. In the event of more than one resident, each resident understands he/she is jointly and severally liable for each provision of this contract.
- 2. <u>ESCROW DEPOSIT</u>: An escrow deposit is also due and payable with this application. In the event his or her application is not approved, the deposit will be refunded. Deposits will be accepted only in the form of a cashier's check or money order. Applicant understands that the escrow deposit will be forfeited as liquidated damages if applicant cancels or withdraws the application or merely changes his/her mind (whether or not the lease has been signed) for any reason. Applicant understands that this good faith deposit removes this property from the open market and to be held for possession date. Escrow deposits will be deposited in Fifth Third Bank upon approval of application.
- **3.** <u>APPROVAL</u>: MPMR agrees to either approve or decline this application within three (3) business days <u>from</u> <u>receiving a complete application with all required documentation</u>. If the applicant fails to submit the necessary processing fee and escrow deposit, this application will be considered withdrawn and MPMR and the applicant will be under no further obligation. It is necessary to have all applications, processing fees, and escrow deposits before the property will be taken off the market for lease. Once the application is approved and the lease is signed, the escrow deposit will become the security deposit. The first month's rent will also need to be paid in the form of a cashier's check or money order. Please know that two valid forms of identification will be required of all persons on the lease. One of these will need to be a photo I.D. These will need to be shown before signing the lease. If applicant gives false information, MPMR has the option of voiding this application and/or any subsequent lease. Notice in writing may be mailed to applicant at present address or last known address, if present address is not available.</u>
- 4. RENTAL POLICY: To qualify for a rental unit through MPMR, you must meet the following criteria: (1) INCOME: Gross income per applicant must be three (3) times the amount of the rent. If not verifiable by employer, we require the past three (3) months of bank statements or certification from the bank that the account maintains a minimum average monthly balance of three (3) times the rental amount. (2) EMPLOYMENT: An applicant must have verifiable current employment and six months' employment history or a verifiable source of income. School will be accepted as an alternative to employment history provided it can be verified. NOTE: ALL INCOME VERIFICATION PAPERWORK MUST BE PROVIDED TO MANAGER NO LATER THAN 24 HRS. FROM THE DATE OF THE APPLICATION. FAILURE TO DO SO MAY AUTOMATICALLY DENY THE APPLICATION DUE TO LACK OF VERIFIABLE INCOME. (3) CREDIT: Applicants for whom negative credit information is reported for more than 20% of current accounts do not meet credit requirements. A "current amount" is an account which is currently open or a closed account that has had activity within the past two (2) years. Medical accounts are not considered. We do not approve applications that show a current or pending Chapter 11 or 13 bankruptcy. A Chapter 7 bankruptcy may be considered if it has been discharged and evidence of that fact has been received by MPMR, and applicant has since maintained a good credit history. (4) RENTAL HISTORY: Two years' verifiable residency or current/previous address with at least 12 months' rental or home ownership history. If there are any rental (or landlord/tenant) judgments/collections/monies owed, these must be paid in full and written notice of this fact must be received by MPMR. Applicant will not be approved if previously evicted or currently in the process of being evicted by landlord for cause. The burden of proof rests with the applicant. (5) CRIMINAL BACKGROUND: MPMR performs

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a criminal background check. Applicant can be denied for the following reasons: Any information on the rental application that is false; Having been convicted of manufacturing or distributing a controlled substance; conviction of a violent felony crime less than ten (10) years ago; Any individual, who, within the past seven (7) years has had a conviction of a misdemeanor charge involving illegal substances or a crime against a person or property. Tenant hereby agrees not to engage in any criminal activity including illegal drugs and illegal use of firearms. **DISCLAIMER: We do not automatically refuse rental applicants because of criminal history. Any criminal history will be evaluated in consideration of when the crime occurred, what the underlying conduct entailed, and/or what the rental applicant has done since the conviction.**

- 5. <u>AGENCY DISCLOSURE</u>. Applicant acknowledges and understands that MPMR represents the owner of the property in the lease of the property for which applicant is applying. If there are instances wherein the Tenant purchases the home, landlord will disclose the agency in this specific instance.
- 6. <u>LEAD PAINT DISCLOSURE.</u> Applicant is hereby notified that any property built prior to 1978 may contain lead based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors (MPMR) must disclose the presence of known lead base paint hazards in the dwelling. A Federally approved pamphlet on lead poisoning prevention is available at our office or online at **www.hud.gov**. If you would like this pamphlet prior to signing your Lease, please make this request prior to returning your application to MPMR.
- 7. <u>PETS:</u> No pets are permitted without management approval and/or Owner's sole discretion. A maximum of one pet per home will be allowed (unless approval in advance by the Owner) upon payment of a refundable pet deposit (in the amount required by the Owner). All tenants with pets and service animals must sign a Pet Agreement. NO VISITING PETS ARE ALLOWED. No aggressive breeds are allowed. The following types of dogs are prohibited: Pit Bulls, Alaskan Malamutes, Rottweilers, Akitas, Chows, American Stratfordshire Terriers, Doberman Pinchers, German Shepherds, Great Danes, Siberian Huskies, Wolf-hybrids, Presa Canarios and any dog that has any of the previously listed breeds in their lineage. If a dog has a history of violent behavior, it is determined to be a dangerous dog no matter what its breed and it is then not allowed on the property. (The only exception to these policies would be animals which are designated as service or emotional support animals required by a resident with a verified disability).
- 8. <u>RETURN POLICY:</u> There is a \$30 processing charge for any payment that is returned for any reason. Please provide a cashier's check or money order for the escrow deposit made payable to McCormick Property Management and Realty, LLC. If the applicant's check is returned by his or her bank for insufficient funds, either for his or her deposit money, or later for his or her rent and/or any other payments to MCCORMICK PROPERTY MANAGEMENT AND REALTY, LLC. Applicant understands that he or she may be at Agent's option, in breach or any Lease Agreement and will be subject to immediate eviction or at Manager's option, Manager shall require all future payments to be made in cash, cashier's check, or money order.
- **9. POSSESSION:** Failure by MPMR to deliver possession of the premises at the time agreed upon, shall not subject MPMR to damages in any amount whatsoever. If the applicant's lease application is approved, the rent and other obligations as outlined in the Lease Agreement, must begin no more than fourteen (14) days from the date of approval.
- **10.** <u>STATEMENT OF UNDERSTANDING:</u> Applicant agrees that he/she has read and agrees to above application policies. Applicant also understands that this application part of the Lease Agreement and certifies that all information is correct. Any misrepresentations, misleading or false statements made by Applicant and later discovered by MPMR will, at applicant's option, void the Lease Agreement. Applicant hereby authorizes MPMR to check whatever sources MPMR deems necessary to verify or update information before, during, or after tenancy and authorizes the investigation of all statements contained in this application. Applicant agrees that application and any reports obtained in the investigation of the application may be shared with the Owner of the property. Applicant has a right to make a written request within a reasonable time period for a complete and accurate disclosure of additional information concerning the nature and scope of this report from Equifax. Applicant agrees to pay any court costs, attorney fees, or collection costs which may be necessary to enforce any of the application policies.
- **11.** <u>UTILITIES:</u> Applicant will be responsible for providing documentation from required utility companies that these services have been placed in applicant's name. Renters insurance is required.

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12. LEASE AGREEMENT: A Lease must be signed by all parties to the Lease no later than three (3) calendar days from the date of approval. I HAVE READ THE ABOVE AND UNDERSTAND THE CRITERIA FROM WHICH MY APPLICATION WILL BE APPROVED. **APPLICANT'S SIGNATURE** DATE

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