

Rental Application Criteria, Disclosures & Applicant Information Form

- The Residential Application Criteria, Disclosure and Application Information Form, along with a non-refundable processing fee of \$49.00, is due for each individual over 18 years of age who intends to occupy the rental property. In the event that the Applicant is renting a unit governed by a condominium or homeowner's association, the Applicant may be required to submit a separate application and fee, and to pay an additional security deposit to the association.
- First Month's Rent, and all other monies due before move-in (**apart from the online application fee outlined above**) may be paid by personal check, cashier's check, certified check, or money order. Only checks drawn on a US bank will be accepted. **Berkshire Hathaway HomeServices EWM Realty ("BHHS EWM Realty") will only collect the 1st month's rent as a deposit, all other funds will be paid to the landlord or association.**
- Application turnaround time is within 30 minutes of prospective tenant's completion of the online application process. Supplemental forms of verification may be required from foreign Applicants without a social security number.

MINIMUM REQUIREMENTS: Applicants must have a combined gross monthly income of at least 2 times the monthly rent. All bankruptcies must be fully discharged.

- **BHHS EWM Realty will not provide Applicants with the resulting credit and background report ("Report"). (See DISCLOSURE 1 below.) BHHS EWM Realty will furnish the resulting Report to the landlord or the landlord's agent.**

CRIMINAL RECORDS: The landlord shall assess and have discretion over the final rental decision where the applicant's results provide: criminal records containing felony convictions, adjudication withheld within the past 7 years, or misdemeanors pertaining to offenses regarding illegal drugs or crimes against persons or property within the past 7 years. If an arrest record exists, it is up to the Applicant to provide written verification from the proper authorities as to the final disposition of the case.

PREVIOUS RENTAL HISTORY: Previous rental history reports from landlords must reflect timely payment, sufficient notice of intent to vacate, no complaints regarding noise, disturbances, or illegal activities, no NSF checks, and no damage to unit or failure to leave the property clean and without damage at time of lease termination.

PETS: No pets of any kind are permitted without specific written permission from the landlord in the Lease. A non-refundable pet fee acceptable to the landlord, and/or an additional security deposit may be required. Documentation of medical necessity is required for service animals or emotional support animals, in which case the pet fee is not charged. Some rentals may require proof of pet liability insurance. Certain breeds may be prohibited, as they may be excluded from pet liability insurance coverage.

EXCEPTION REQUESTS: Landlord reserves the right to determine the amount the Tenant(s) will be required to pay as security deposit and additional prepaid rent depending on the results of this Report. NOTE: Any request for exceptions to these criteria must be submitted in writing to the Listing Agent for presentation to the landlord for consideration. If approval is then given for such exceptions, landlord reserve the right to require additional security, such as: a guarantor or co-signer, additional advance rent payments, or any combination of the above.

DEPOSITS and OCCUPANCY: Occupancy will not be given until all funds clear the payee's bank.

- Current Occupancy Standards are a maximum of two (2) persons per bedroom and may change per HUD Guideline.
- The following advance payments are commonly due before move-in: First month's rent, last month's rent, security deposit, and any prorated rent for a partial month as required by the lease document. **BHHS EWM Realty will only collect the First Month's Rent as a deposit.**
- Payment of first month's rent as a deposit does not, in any way, guarantee that the Applicant will be approved for the rental for which the application was made. The rental property will remain on the market until Applicant and landlord have bilaterally executed a lease.
- Once the application is approved, the First Month's Rent as deposit shall be applied to monies due under the lease terms.

FOREIGN PERSONS: If the Applicant(s) does not have a Social Security number and/or is a "Foreign Person" as that term is defined in the FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT of 1980 ("FIRPTA"), The Landlord may require that the first three (3) months of rent be paid in advance (separate from, and in addition to, last month's rent and security deposit required to be paid under the Lease), OR, that the Lease be signed by a guarantor who will guarantee all of the Applicant's obligations under the lease agreement, and provided that such guarantor is not a "Foreign Person" as defined in FIRPTA.

NONCOMPLIANCE: It is the landlord's right, under the lease, to report all non-compliance with the terms of your lease agreement, failure to pay rent, or any other charges, to the credit bureau.

DISCLOSURE 1: FAIR CREDIT. Pursuant to the FEDERAL FAIR CREDIT REPORTING ACT, 15 U.S.C., Section 1681, et seq., as amended by the CONSUMER CREDIT REPORTING REFORM ACT of 1996, if the Owner denies you residency or asks for additional security deposit or advance rent based on the information obtained from this application you may request a copy of your credit report from the credit reporting agency within 60 days of your denied application for residency. The credit reporting service shall provide information to landlord who made a decision based upon such criteria.

DISCLOSURE 2: FDLE REQUIREMENT. Pursuant to Florida law, the Florida Department of Law Enforcement (FDLE) is required to maintain a list of sexual predators and sex offenders to enable the public to request information about these individuals living in their communities. Tenants who deem this information material should contact FDLE toll free at 1-888-357-7332; via e-mail: sexpred@fdle.state.fl.us, or via the internet at www.fdle.state.fl.us/sexualpredators. If the property is located within a designated distance from a school as prescribed by statute or municipal/local ordinance, the property owner is obligated to inquire of local law enforcement whether any Applicant is a registered sex offender.

DISCLOSURE 3: SCHOOL DISTRICTS. At some point in the lease application process, you may be provided with information regarding the school boundaries for a particular property. Due to school overcrowding in certain areas, school boundaries are subject to change. As a result, the information available to the Owner and the Realtor may not be accurate or current, even though it appears to be from a reliable source. If this information is important to you, contact the local school board directly to verify the correct school boundaries for the particular property you are intending to rent prior to signing a lease.

Residential Applicant – Information/Release Form

APPLICATION(s) and FEES:

Application and Fees updated to: All Applicants (over the age of 18) must be listed on the Residential Applicant - Information Form/Release Form provided below. This form will assist in generating an email invitation to complete an online credit application provided by AptApply by Condeto, BHHS EWM Realty's Third Party Tenant Credit and Background Report Provider.

Multiple Applicants or married couples may complete a single form however **each Applicant or spouse must provide a separate email address.** Married couples or co-tenant applicants should enter the total combined income available to make the rental payment when completing the application. Each applicant should use this total in their individual application.

The processing fee for each application is \$49.00 and is payable directly to AptApply by Condeto via credit card through their online portal. No checks or money orders will be accepted.

Pages 1 (information page) and 3 (signature page) must accompany this Residential Applicant - Information Form/Release Form. All intended occupants over 18 years of age should be listed below, along with a UNIQUE email address. **The same email address may not be used for multiple applicants.**

Listing Agent: Shelly Macin Buncher Company: BHHS EWM Realty

Leasing Agent: _____ Company: _____

The UNDERSIGNED hereby makes application to rent the real property located at:

Monthly Rent: \$ _____ # of people who will occupy the property: _____

Relationship: _____ Age(s): _____

APPLICANT 1:

NAME: _____

EMAIL: _____

APPLICANT 2:

EMAIL: _____

If more than two (2) applicants, please use another Residential Credit Applicant - Information Form and attach.

Authorization for Release of Information: All Applicants (and Spouses) represent that all of the information and statements to be provided on the AptApply application for rental will be true and complete, and hereby authorizes an investigative consumer report including, but not limited to, residential history (rental or mortgage), employment history, criminal history records, court records, and credit records. This form must be signed before an email invitation to complete the online application can be generated. All Applicants acknowledge that false or omitted information herein may constitute grounds for rejection of the online application, termination of right of occupancy, and/or forfeiture of fees or deposits, and may constitute a criminal offense under the laws of this State.

Non-Refundable Application Fee: All occupants over the age of 18 agree to pay \$49.00 per Applicant as a non-refundable application processing fee. This fee will be collected and processed as part of the online application.

DISCLAIMER: BHHS EWM Realty does not independently evaluate your application to lease, nor makes the ultimate decision regarding whether your application is approved or declined. BHHS EWM Realty uses the services of vendors to collect information from credit bureaus, check writing recovery services, public court records, and other databases, but does not independently collect, provide, or assemble any information used in evaluating your application. BHHS EWM Realty and its vendors have established uniform and uniformly applied criteria for screening of applicants and for reports to be reviewed and considered by prospective landlords. BHHS EWM Realty neither warrants nor guarantees the accuracy, sufficiency, or reliability of any information obtained or used by any source in connection with a residential credit application or an application to lease. BHHS EWM Realty makes no representations or warranties as to the truth, falsity, accuracy, completeness, or applicability to an applicant of information contained in any reports generated for a prospective landlord.

 Applicant Name

 Date

 Print Name

 Applicant Name

 Date

 Print Name