

## Cherry Creek Apartment Homes Statement of Rental Policy As of June 1, 2018

1. **We are an equal opportunity housing provider.** We fully comply with the federal Fair Housing Act. We do not discriminate against any person because of race, color, religion, sex, handicap, familial status or national origin. We also comply with all state and local fair housing laws.
2. **Apartment availability policy.** Apartments become available when they are ready to rent. A vacant apartment will not be deemed available until it has been prepared for a new resident. We update our list of available apartments, as each apartment becomes available. An apartment that was unavailable in the morning may become available later that same day.
3. **Occupancy guidelines.** The maximum number of individuals who may occupy an apartment:  
Studio/One Bedroom -No more than 2 occupants  
Two Bedroom- No more than 4 occupants  
Three Bedroom- No more than 6 occupants
4. **Application process.** We evaluate every apartment application in the following manner. You must submit a rental application and answer all questions on the form. You must pay a nonrefundable application fee. We will determine whether, from your responses to the application questions, you qualify for the apartment you are applying for. If you do not, we will reject your application. If you do, we will screen your application which includes checking your credit report, criminal history, employment, and rental references to confirm that they meet our rental criteria. If you meet our criteria, we will approve your application. We will rent available apartments to applicants in the order that their applications are approved.
5. **Pet Policy.** Two (2) pet (s) will be allowed per apartment. Only dogs, cats, and caged birds will be accepted and must be at least one year old. **Aggressive breeds are not allowed.** Management reserves the right to deny and remove any pet from living on property. Residents may be required to submit documentation from a veterinarian of dog breed, age, and current vaccinations. A non-refundable pet fee is to be paid in the amount of \$350.00 for all pets residing in the unit. In addition, there is a \$25.00 per month pet rent that will be due.
6. **Vehicles.** Recreational or commercial vehicles are not allowed on property, and will be immediately towed. Vehicles must be operational, moved at least once every seven (7) days and have current registration and inspection. Parking spaces are limited; therefore, the number of vehicles are two (2) per apartment. The management reserves the right to limit or disallow vehicles and motorcycles as well as to change or amend the policies at any time.
7. **Application/ Administration Fees and Security Deposits.** For a rental application to be accepted a pre-leased deposit must be made in the amount listed below per unit size. The preleased deposit allows the unit to be taken off the market while the application is being processed. In addition, a \$50.00 non- refundable application fee per applicant 18 years or older, including spouses, and a \$45.00 administration fee must be paid. If an application is not approved, or if the applicant declines the apartment within Seventy-Two (72) hours of acceptance, the deposit and administration fee will be refunded in full. If the application is approved and the applicant declines the apartment more than Seventy-Two (72) hours after acceptance, the deposit and administration fee will be forfeited as damages for the apartment having been kept off the market. \*\* The first months' rent, security deposit, application fee and administration fees must be paid by money order or other certified funds.

8. **Monthly Rental Pricing and Security Deposit Amounts.** (Security Deposit amount based on Credit Rating.)

Type	Monthly Rent Amount	Security Deposit
One Bedroom	\$ 583.00-\$ 593.00	Starting at 500.00
Two Bedroom	\$ 725.00-\$ 779.00	Starting at 500.00
Three Bedroom	\$ 900.00-\$ 940.00	Starting at 500.00

9. **Water Charges.** Water/Sewer service for the leased premises will be provided by Avalon Apartment Homes, water, sewer, storm water, municipal fixed water/ sewer charges and other related charged will be at a flat rate per month. These charges will be billed by the Lessor (Avalon Apartment Homes) and paid by the Lessee (Tenant) without demand monthly.

Current Monthly Rates:

One Bedroom	\$18.00
Two Bedroom	\$24.00
Three Bedroom	\$30.00

10. **Lease Terms.** Three (3), Six (6), Twelve (12), and Eighteen (18) months. 6 Month Lease- \$25.00 per month additional. 3 Month Lease- \$85.00 per month additional. Twelve and Eighteen month terms – no additional fees.

11. **Rental criteria.** To qualify for an apartment at **Cherry Creek Apartment Homes**, you must meet the following criteria:

- a. **Income.** Applicant's monthly income must be at least (3.75) times the monthly rent. You must be able to provide income verification by:
  - Most current two (2) pay stubs.
  - Verification of assets equal to four (3.5) times annual rent.
  - Immigration Verification Paperwork (I-20 Form).
  - Most recent tax return.
  - Student financial aid information (Only 1/3 of the grant amount can be counted as income).
- b. **Credit history.** No established credit will be considered satisfactory. Applicants must not have bankruptcies or foreclosures within the last 36 months. If an eviction/and or previous negative landlord debt reflects within the last 60 months, the applicant will be automatically declined. Applicant must not have any unpaid balances to electric, gas or water utility company. A scoring model will be utilized as provided below:
- c. **Past residency.** Up to two (2) years of past occupancy history will be reviewed and must exhibit no derogatory references. Rents/ Mortgages paid on time, NSF Checks, Lease terms completed, sufficient notice given, and verification of premises condition.
- d. **Criminal history.** No applicant (resident or occupant) may have any felonies of a violent or sexual nature, or of any nature that could reasonably be perceived to threaten the safety or well-being of the other tenants of the complex. An applicant may be denied for felonies of any nature, though upon appeal of denial, consideration may be given to the length of time that has passed since the felony, or to evidence presented by the applicant of mitigating factors, efforts at rehabilitation, and the nature and severity of the conviction. An applicant will be denied if they have been indicted, arraigned, or convicted involving firearms, illegal drugs, destruction of property, sexual crimes, or any

crime involving a minor, as these kinds of crimes can directly affect the safety and well-being of tenants of the complex as well as the property itself. This will include persons who have received deferred adjudication and /or have not yet satisfied the probationary period of a deferred adjudication on any of the above-mentioned offenses.

- e. **Identification.** You must provide a valid state issued driver's license or state issued ID for each person of legal age.
  
- 12. **Conditional Acceptance.** Applications may be conditionally accepted which would require additional security deposit.
  
- 13. **Students.** Full time students who have no or limited income may be approved with a Lease Guarantor. The Lease Guarantor must meet the rental criteria. The guarantor will be required to complete an application and pay a full application fee. The guarantor will be asked to sign a Lease Guaranty Agreement to support the application.
  
- 14. **General.** All individuals 18 and older must complete an application and be listed as a lease holder. If the application is denied for all applicants, the application can be collectively or individually re-submitted after 45 business days.
  
- 15. **Lease Signing and move-in.** All applicants must be physically present when the lease is signed. No belongings will be permitted in an apartment prior to move in.

**Acknowledgement:**

By my signature below, I understand and accept the above written Rental Policy Statement for Avalon Apartment Homes. Further, I understand that falsification of rental application information will cause for denial of the application. If I fail to answer any questions or give false information, Avalon Apartment Homes will retain all application fees, deposits and administrative fees as damages for incurred expenses and my right of occupancy will be terminated. Giving false information is a serious offense, Avalon Apartment Homes rental criteria are guidelines which enables the acceptance of prospective residents/ individuals who are creditworthy and meet the criminal history policy of management. This rental criteria dose not ensure that all individuals residing on or visiting the community conform to these guidelines.

\_\_\_\_\_  
**Applicant**

\_\_\_\_\_  
**Date**

**RENTAL APPLICATION FOR  
RESIDENTS AND OCCUPANTS**  
(Each co-applicant and each occupant 18 years old  
and over must submit a separate application.)



Date when filled out: \_\_\_\_\_

**APPLICANT INFORMATION**

Full Name (Exactly as it appears on Driver's License or Govt. ID card) \_\_\_\_\_

Former Name (if applicable) \_\_\_\_\_ Gender (Optional) \_\_\_\_\_

Birthdate \_\_\_\_\_ Social Security # \_\_\_\_\_ Driver's License # \_\_\_\_\_ State \_\_\_\_\_

Government Photo ID card # \_\_\_\_\_ Type \_\_\_\_\_

Home Phone Number \_\_\_\_\_ Cell Phone Number \_\_\_\_\_ Work Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Marital Status:  single  married  widowed  separated

Do you or any occupant smoke?  yes  no

I am applying for the apartment located at: \_\_\_\_\_

Is there another co-applicant?  yes  no

Co-applicant Name \_\_\_\_\_ Email \_\_\_\_\_

Co-applicant Name \_\_\_\_\_ Email \_\_\_\_\_

Co-applicant Name \_\_\_\_\_ Email \_\_\_\_\_

Co-applicant Name \_\_\_\_\_ Email \_\_\_\_\_

**OTHER OCCUPANTS**

Full Name \_\_\_\_\_ Relationship \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_ Driver's License # \_\_\_\_\_ State \_\_\_\_\_

Government Photo ID card # \_\_\_\_\_ Type \_\_\_\_\_

Full Name \_\_\_\_\_ Relationship \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_ Driver's License # \_\_\_\_\_ State \_\_\_\_\_

Government Photo ID card # \_\_\_\_\_ Type \_\_\_\_\_

Full Name \_\_\_\_\_ Relationship \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_ Driver's License # \_\_\_\_\_ State \_\_\_\_\_

Government Photo ID card # \_\_\_\_\_ Type \_\_\_\_\_

Full Name \_\_\_\_\_ Relationship \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_ Driver's License # \_\_\_\_\_ State \_\_\_\_\_

Government Photo ID card # \_\_\_\_\_ Type \_\_\_\_\_

**RESIDENCY INFORMATION**

Current Home Address (where you live now)

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Do you  rent or  own?

Dates: \_\_\_\_\_ \$ \_\_\_\_\_  
From To Monthly Payment

Apartment Name \_\_\_\_\_

Landlord/Lender Name \_\_\_\_\_ Phone \_\_\_\_\_

Reason for Leaving \_\_\_\_\_

*(The following is only applicable if at current address for less than 6 months.)*

Previous Home Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Do you  rent or  own?

Dates: \_\_\_\_\_ \$ \_\_\_\_\_  
From To Monthly Payment

Apartment Name \_\_\_\_\_

Landlord/Lender Name \_\_\_\_\_ Phone \_\_\_\_\_

Reason for Leaving \_\_\_\_\_

**EMPLOYMENT INFORMATION**

Present Employer \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Work Phone \_\_\_\_\_

Dates: \_\_\_\_\_ \$ \_\_\_\_\_  
From To Gross Monthly Income

Position \_\_\_\_\_

Supervisor Name \_\_\_\_\_ Phone \_\_\_\_\_

*(The following is only applicable if at current employer for less than 6 months.)*

Previous Employer \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Work Phone \_\_\_\_\_

Dates: \_\_\_\_\_ \$ \_\_\_\_\_  
From To Gross Monthly Income

Position \_\_\_\_\_

Supervisor Name \_\_\_\_\_ Phone \_\_\_\_\_

**ADDITIONAL INCOME**

*(Income must be verified to be considered)*

Type \_\_\_\_\_ Source \_\_\_\_\_ \$ \_\_\_\_\_  
Gross Monthly Amount

Type \_\_\_\_\_ Source \_\_\_\_\_ \$ \_\_\_\_\_  
Gross Monthly Amount

**CREDIT HISTORY (if applicable)**

If applicable, please explain any past credit problem:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RENTAL/CRIMINAL HISTORY**

(Check only if applicable)

Have you or any occupant listed in this Application ever:

- been evicted or asked to move out?
- moved out of a dwelling before the end of the lease term without the owner's consent?
- declared bankruptcy?
- been sued for rent?
- been sued for property damage?
- been convicted (or received an alternative form of adjudication equivalent to conviction) of a felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime?

Please indicate the year, location and type of each felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or sex crime other than those resolved by dismissal or acquittal. We may need to discuss more facts before making a decision. *You represent the answer is "no" to any item not checked above.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**REFERRAL INFORMATION**

How did you find us?

- Online search. Website address: \_\_\_\_\_
- Referral from a person. Name: \_\_\_\_\_
- Social Media. Which one? \_\_\_\_\_
- Other \_\_\_\_\_

**EMERGENCY CONTACT**

Emergency contact person over 18, who will not be living with you:

Name _____		Relationship _____	
Address _____		City _____	
State _____	Zip Code _____	Home Phone # _____	Cell Phone # _____
Work Phone # _____		Email Address _____	

**VEHICLE INFORMATION (if applicable)**

List all vehicles owned or operated by you or any occupants (including cars, trucks, motorcycles, trailers, etc.).

Make _____	Model _____	Color _____
Year _____	License # _____	State _____
Make _____	Model _____	Color _____
Year _____	License # _____	State _____
Make _____	Model _____	Color _____
Year _____	License # _____	State _____
Make _____	Model _____	Color _____
Year _____	License # _____	State _____

**PET INFORMATION (if applicable)**

You may not have any animal in your unit without management's prior authorization in writing. If we allow your requested animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges.

Name \_\_\_\_\_ Type \_\_\_\_\_ Breed \_\_\_\_\_

Gender \_\_\_\_\_ Weight \_\_\_\_\_ Color \_\_\_\_\_

Assistance Animal Status:  yes  no

Age \_\_\_\_\_

Name \_\_\_\_\_ Type \_\_\_\_\_ Breed \_\_\_\_\_

Gender \_\_\_\_\_ Weight \_\_\_\_\_ Color \_\_\_\_\_

Assistance Animal Status:  yes  no

Age \_\_\_\_\_

**APPLICATION AGREEMENT**

The following Application Agreement will be signed by you and all co-applicants prior to signing a Lease Contract. While some of the information below may not yet apply to your situation, there are some provisions that may become applicable prior to signing a Lease Contract. In order to continue with this application, you'll need to review the Application Agreement carefully and acknowledge that you accept its terms.

1. **Lease Contract Information.** The Lease Contract contemplated by the parties will be the current Lease Contract. Special information and conditions must be explicitly noted on the Lease Contract.
2. **Approval When Lease Contract Is Signed in Advance.** If you and all co-applicants have already signed the Lease Contract when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of our approval, sign the Lease Contract, and then credit the application deposit of all applicants toward the required security deposit.
3. **Approval When Lease Contract Isn't Yet Signed.** If you and all co-applicants have not signed the Lease Contract when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of the approval, sign the Lease Contract when you and all co-applicants have signed, and then credit the application deposit of all applicants toward the required security deposit.
4. **If you Fail to Sign Lease Contract After Approval.** Unless we authorize otherwise in writing, you and all co-applicants must sign the Lease Contract within 3 days after we give you our approval in person or by telephone or within 5 days after we mail you our approval. *If you or any co-applicant fails to sign as required, we may keep the application deposit as liquidated damages, and terminate all further obligations under this Agreement.*
5. **If You Withdraw Before Approval.** *If before signing the Lease Contract, you or any co-applicant withdraws an Application or notifies us that you've changed your mind about renting the dwelling unit, we'll be entitled to retain all application deposits as liquidated damages, and the parties will then have no further obligation to each other.*
6. **Approval/Non-Approval in Seven Days.** We will notify you whether you've been approved within 7 days after the date we receive a completed Application. Your Application will be considered "disapproved" if we fail to notify you of your approval within 7 days after we have received a completed Application. Notification may be in person or by mail or telephone unless you have requested that notification be by mail. You must not assume approval until you receive actual notice of approval.
7. **Refund after Non-Approval.** If you or any co-applicant is disapproved or deemed disapproved under Paragraph 6, we'll refund all application deposits within \_\_\_\_\_ days (not to exceed 30 days; 30 days if left blank) of such disapproval. Refund checks may be made payable to all co-applicants and mailed to one applicant.
8. **Extension of Deadlines.** If the deadline for signing, approving, or refunding under paragraphs 4, 6, or 7 falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next business day.
9. **Keys or Access Devices.** We'll furnish keys and/or access devices only after: (1) all parties have signed the Lease Contract and other rental documents; and (2) all applicable rents and security deposits have been paid in full.
10. **Application Submission.** Submission of a rental application does not guarantee approval or acceptance. It does not bind us to accept the applicant or to sign a Lease Contract.

**DISCLOSURES**

1. **Application Fee (Non-Refundable).** You agree to pay to our representative the non-refundable application fee in the amount indicated in paragraph 3. *Payment of the application fee does not guarantee that your application will be accepted.* The application fee partially defrays the cost of administrative paperwork. *It is non-refundable.*
2. **Application Deposit (may or may not be refundable).** In addition to any application fee(s), you agree to pay to our representative an application deposit in the amount indicated in paragraph 3. *The application deposit is not a security deposit.* The application deposit will be credited toward the required security deposit when the Lease Contract has been signed by all parties; OR, it will be refunded under paragraph 7 of the Application Agreement if your application is not approved; OR, it will be retained by us as liquidated damages if you fail to sign or attempt to withdraw under paragraphs 4 or 5 of the Application Agreement.
3. **Fees Due.** Your Rental Application will not be processed until we receive your completed Rental Application (and the completed Rental Application of all co-applicants, if applicable) and the following fees:
  1. Application fee (non-refundable): \$ \_\_\_\_\_
  2. Application deposit (may or may not be refundable): \$ \_\_\_\_\_
4. **Completed Application.** Your Rental Application for Residents and Occupants will not be considered "completed" and will not be processed until we receive the following documentation and fees:
  1. Your completed Rental Application;
  2. Completed Rental Applications for each co-applicant (if applicable);
  3. Application fees for all applicants;
  4. Application deposit for the Unit.
5. **Notice to or from Co-Applicants.** Any notice we give you or your co-applicant is considered notice to all co-applicants; and any notice from you or your co-applicant is considered notice from all co-applicants.

**AUTHORIZATION AND ACKNOWLEDGMENT**

**AUTHORIZATION**

I authorize \_\_\_\_\_

(name of owner/agent) to obtain reports from any consumer or criminal record reporting agencies before, during, and after tenancy on matters relating to a lease by the above owner to me and to verify, by all available means, the information in this application, including criminal background information, income history and other information reported by employer(s) to any state employment security agency. Work history information may be used only for this Rental Application. Authority to obtain work history information expires 365 days from the date of this Application.

**Payment Authorization**

I authorize \_\_\_\_\_

(name of owner/agent) to collect payment of the application fee and application deposit in the amounts specified under paragraph 3 of the Disclosures.

**Non-Sufficient Funds and Dishonored Payments.**

If a check from an applicant is returned to us by a bank or other entity for any reason, if any credit card or debit card payment from applicant to us is rejected, or if we are unable, through no fault of our own or our bank, to successfully process any ACH debit, credit card, or debit card transaction, then:

- (i) Applicant shall pay to us the NSF Charge; and
- (ii) We reserve the right to refer the matter for criminal prosecution

**ACKNOWLEDGMENT**

You declare that all your statements in this Application are true and complete. You authorize us to verify the same through any means, including consumer reporting agencies and other rental housing owners. If you fail to answer any question(s) or give false information, we may reject the application, retain all application fees and deposits as liquidated damages for our time and expense, and terminate your right of occupancy. Giving false information is a serious criminal offense. In lawsuits relating to the application or Lease Contract, the prevailing party may recover all attorney's fees and litigation costs from the losing party. We may at any time furnish information to consumer reporting agencies and other rental housing owners regarding your performance of your legal obligations, including both favorable and unfavorable information about your compliance with the Lease Contract, the rules, and financial obligations.

This Rental Application and the Lease Contract are binding legal documents when signed. Please read them carefully. Before submitting a Rental Application or signing a Lease Contract, you may take a copy of these documents to review and/or consult an attorney. Additional provisions or changes may be made in the Lease Contract if agreed to in writing by all parties.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date



**FOR OFFICE USE ONLY**

\_\_\_\_\_

Apt. name or dwelling address (street, city)

\_\_\_\_\_

Unit # or type

\_\_\_\_\_

Person accepting application

\_\_\_\_\_

Phone

\_\_\_\_\_

Person processing application

\_\_\_\_\_

Phone

Applicant or Co-applicant was notified by  telephone  letter  email, or  in person of  
 acceptance or  non-acceptance on \_\_\_\_\_.

(Deadline for applicant and all co-applicants to sign lease is three days after notification of acceptance in person or by telephone, five days if by mail.)

Name of person(s) who were notified (at least one applicant must be notified if multiple applicants):

\_\_\_\_\_

Name(s)

\_\_\_\_\_

Name of owner's representative who notified above person(s)

**ADDITIONAL COMMENTS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

