

## Certified Property Management

#### **APPLICATION PROCESS / SCREENING CRITERIA**

Thank you for applying with Liberty Management, Inc. for your housing needs. To better serve you, we feel it is imperative that you are made aware of and fully understand our application process and screening criteria.

Liberty Management, Inc. is committed to equal housing and we fully comply with the Federal Fair Housing Act (FFHA) and the Fair Credit Reporting Act (FCRA). We do not discriminate against persons because of race, color, religion, sex, handicap, familial status, national origin, or age, sexual orientation, or gender identity. We also comply with all state and local fair housing laws. We offer application forms to everyone who requests one.

A copy of Landlord's Residential Lease Agreement and Rules and Regulations are available on our website at www.libertymgt.net for your review before submitting your application.

While we make every effort to describe our rental properties accurately, changes can and do take place. Applicants should verify schools, pets, features, etc. MLS advertisements do NOT constitute a written agreement or guarantee of the facts stated.

## NOTICE REGARDING SCHOOL BOUNDARIES:

- 1. School boundaries are subject to change. Due to the increasing growth, the school districts may move attendance boundaries of their schools. The school information provided to you, by the Multiple Listing Service (MLS), is meant to reflect the current boundaries. In no way does it predict or guarantees attendance boundaries for any school.
- 2. We recommend that you take an active position in finding out which school districts and subdivisions currently have boundary changes.
- 3. Concerns should be investigated before submitting your application. You can contact the school districts that represents your prospective property to learn what the current and future issues are regarding that district.

Applicants should satisfy their concerns regarding crime statistics or the presence of any sex offenders in the area, before submitting an application. This information is available free of charge on the internet at the following sites:

- Sex Offenders: <u>www.txdps.state.tx.us</u>
- Crime Stats:
  <u>https://www.neighborhoodscout.com/neighborhoods/crime-rates/</u>

## Disabled Accessibility concerns:

Must be submitted in writing to the property manager. We must obtain Owner approval to allow modification of the premises. All modifications are at the expense of the physically challenged person, and the physically challenged person must agree to restore the property, at their expense to the pre-modified condition (provided the modification would affect the use and enjoyment of the premises for future residents).

## We require:

- Written proposals detailing the extent of the work to be done.
- Written assurances that the work is to be performed in a professional manner by a licensed/bonded contractor.
- Written approval from the landlord before any modifications are made.
- Appropriate building permits and required licenses provided for the landlord's inspection.
- A restoration deposit may be required per Fair Housing guidelines.

## NOTICE TO ALL APPLICANTS:

- \*\* <u>Due to recent advertisement scams, we only honor market prices as listed on MLS.</u> For a copy of these, please ask your agent. We apologize for any inconvenience this <u>may cause.</u>
- \*\* Applicant or an appointed representative named by letter must physically inspect the property before submitting the application for rental. The representative must be someone OTHER than the showing agent
- \*\* <u>Liberty Management makes no express or implied warranties as to the Property's</u> <u>condition</u>.
- Please list in the application any applicant request for the landlord to consider regarding repairs or treatments should applicant and landlord enter into a lease.
- \*\* Quoted rents apply only to those who elect to use free online rent payment system a

\$10 processing fee will be added for any other methods of payment.

#### What some of our tenants would like you to know before you apply:

- 1. Liberty Management routinely conducts two periodic Property Visits or more as needed of the property with interior pictures and send the reports to the owner. If this is going be a problem for you, do not apply for one of our properties.
- 2. The lease agreement gives Liberty Management authorization to place a key-box on the property and to market and show the property for rent last 30 days of the lease agreement.

\*If this is going to be a problem for you, do not apply for one of our properties.

## Please have the following items ready before applying:

- Last two addresses and Landlord Information
- Employer and Previous Employer: Name, Contact, Start Date, Salary
- Dependent Information
- Emergency Contact Information

## Have the Following Documents Ready to Upload When Applying:

- Government issued photo I.D.
- Two months of Pay Stubs or Income Verification
- Proof of Income pay stubs, bank statements, etc.
- Picture of each pet that will occupy property (if applicable)
- Current Vet Records (if applicable)

Failure to upload or email documents will delay the processing of your

application. If you have trouble uploading documents, please email documents to:

applications@libertymgt.net



MUST READ!!! Before going any further in applying for this home there is a \$65 NON-REFUNDABLE application fee per adult to complete this application. Everyone occupying the property that is eighteen (18) years of age or older must fill out an application and submit a \$65 non-refundable application fee.

(We do not accept co-signers)

We do not **pre-screen** Applications. Applicants are required to pre-screen themselves with the following criteria and will need to meet the requirements below. If you feel you meet these minimum requirements, you are encouraged to apply.

## **APPLICATION APPROVAL REQUIREMENTS**

#### Approval is based on Nine factors:

- 1. Identification
- 2. Behaving like an A Grade Tenant
- 3. Income Verification
- 4. Employment Verification and History
- 5. Rental Verification and History
- 6. Credit History
- 7. Pet Criteria
- 8. Criminal Background Check
- 9. Terrorist Database Search

#### 1. Identification -

Each applicant is required to provide a copy of a legible Government issued photo I.D.

- A valid Government issued photo I.D
- Non-U.S. citizens' valid passport or government issued ID along with a visa that is valid for the length of your proposed lease agreement
- You will be prompted to upload Identification when applying.

## 2. A Grade tenant -

At Liberty Management our goal is to seek out A Grade tenants for our properties. What is an A Grade tenant? The qualities of an A Grade tenant are listed below:

- Looks after the property as if they owned it.
- Lawns and gardens always "Well Maintained".
- Treats Liberty Management Staff & Vendors with respect.
- Prepares for A Grade routine Inspections.
- Always keeps their rent in line with the lease requirements.
- Maintenance is always logged in writing /online & have the ability to help yourself.
- Meets community expectations regarding noise and behavior.
- Returns the property to us ready to rent when vacating.
- Tenant has a current email and Mobile phone number.

"A grade tenants are a valuable and important customer. Not only do they keep the property well and make the owner feel secure in their investment, they make our job as property managers much easier and much more fun."

# NOTICE: We reserve the right to refuse to rent to anyone that we do not believe will be an A Grade tenant.

#### 3. Income Verification -

Income should be at least three (3) times the monthly rent and verifiable from an <u>unbiased source</u>: i.e. - employer through pay stubs, tax returns, and/or bank statements. Self-employed income may also be verified with a CPA-prepared financial statement or tax returns. Your employment history should reflect at least 6 months with your current employer in the San Antonio area. We do accept transfers or relocations if you are working with the same company. Any verification fees required by the employer must be paid by the applicant. Applicants who do not meet the above employment or income requirements must submit Savings Account statements showing a minimum average balance equal to 8 months of rental payments, for the last 6 months.

#### 4. Employment Verification and History -

We require verifiable employment history for at least the past three (3) years. You must be a permanent employee (not temporary or probationary). If you are self-employed, retired, or not employed, we can accept such documents as signed tax returns (2 years minimum), bank statements showing a minimum average balance equal to 8 months of rental payments, for the last 6 months, etc. that provide proof of applicant's ability to pay the rent. If military, we need a current copy of your LES. If you are active duty military, you must be on an assignment that, to the best of your knowledge, will allow you to complete an initial 12-month lease.

#### 5. Rental Verification and History -

We require verifiable residence history for at least three (3) years whether you currently own or rent. Applicants are responsible for providing information including the names, addresses and phone numbers, of Landlords with the dates of residence for the previous 3-5 years. Rental history must be verified from unbiased sources. (Cannot be from family or relatives) Home ownership will be checked from a current credit report. We accept base housing as rental history. Renters may not have had previous evictions, will be automatic grounds for denial. Addition, factors including negative payment history, past or current bad debts, liens, bankruptcies or judgments can disqualify an applicant.

Broken leases will be considered on a case-by-case basis, and an additional security deposit may be required.

#### 6. Credit History -

We will obtain a copy of your credit report. You cannot provide this to us we will obtain this ourselves. Credit history should show that the resident has paid bills on time and does not have a history of debt "write-offs" or accounts that have gone into collection. Money owed to a previous landlord or utility company is cause for denial. Residency may also be denied due to poor credit history.

#### \*\* WE DO NOT ACCEPT CO-SIGNERS. (Financially Responsible Person Must Reside At Property

## DEPOSITS and FEES:

- 1. Security Deposit not to exceed 2 times the monthly rent (Actual amount may vary);
- 2. \$300 Non-Refundable Pet Acceptance Fee <u>Per Pet</u> if applicable NOTE: (does not apply to service animals)
- 3. \$95 Lease Administration Fee; will be due prior to move in;
- 4. Risk Mitigation Admin Fee if applicable, see below.

Liberty Management can offer applicants with lower than 650 credit scores and opportunity to rent from us. Applications may still be approved with less than a Combined 650 credit score. Combined Credit scores of 650 or higher are usually approved with normal rents, as advertised admin fees, and a security deposit equal to one month's rent.

This program is offered on a Case by Case basis only - weighing heavily on other factors outside of credit score to include income and rental history. Liberty Management maintains the right to retract this offer for any applicant based on other criteria associated with the application process. <u>NOTE: Any required application Admin Fees are</u> <u>Non-Refundable. Any required additional Security Deposit becomes a part of your security deposit and is refundable according to the terms of your lease agreement.</u>

Applicants Required Admin Fees:

- Average Credit Score (all Adults)....Fee Due
- 850 650 ..... \$0 + 1 x deposit
- 649 600.....\$250 + 1.25 x deposit
- 599 550.....\$300 + 1.50 x deposit
- 549 500......\$500 + 2 x deposit AND approval by upper management.
- 499 300.....Declined

## Dealing with Multiple Applicants:

A Required Admin fee will be assessed based on the AVERAGE CREDIT score of all adults. Simply add the two credit scores together and divide by 2 to arrive at the determining number for the approval process.

Examples: Applicant 1 has a score of 600 Applicant 2 has a score of 550 Gross Score: 1150, Divide by Two = 575 combined score = \$300 + 1.50 x deposit

Additional security deposit may be required for other reasons besides credit score.

<u>Criminal. Sex Offense. and Terrorist Database Check -</u> We abide by principles of equal opportunity, and welcome all responsible renters into our homes. We check Criminal, Sex Offense, and Terrorist databases for all occupants over 18. If you have a felony conviction within the last ten years that involves the manufacture or distribution of a controlled substance or felonies resulting in bodily harm (such as murder, rape, arson...), intentional damage or destruction of property or a sexually related offense of any nature, your application will be denied.

\*You have the right to appeal any decision we make in this regard by providing additional information within 14 days of the day your application was denied.

#### Rental Criteria for Pets:

If you have a pet(s)there is an additional per pet application charge which is administered by a third party pet screening tool. First pet is \$20 to register, additional pet \$15 (these fees are non-refundable). \*No fee applies for service animals. Someone on our leasing team will reach out with link to the pet application. \*Occupancy will also be contingent on the results we receive back from the pet application(s).

\*\* No more than two pets per household are allowed.

\*\* No dogs under 1 year old.

Most Property Insurance Companies do not allow certain particular breeds, either purebred or mixed. Therefore, dogs entirely or partially of the following breeds will be rejected: Akita, American Bulldog, Bullmastiff, Mastiff, Chow, Doberman, German hepherd, Husky, Presa Canario, Pit Bull, Siberian Husky, Staffordshire Terrier, "Wolf Dog", Bull Terrier, Pit Bull Terrier, Rottweiler and any combination of these.

Tenants will be evicted for misrepresenting any of the above types of dogs, as well as for being in possession of any poisonous, dangerous, endangered species or otherwise illegal pet.

- Pet policies are strictly enforced, and any breach will be grounds for termination of your lease agreement at tenant's expense.
   A \$300 Non-Refundable Pet Acceptance Fee is required for each pet.
- Special consideration is given to "Service Animals" that assist a tenant with special medical needs. (Please provide proper documentation).

We require with your application, a picture of each pet that will be on the property. Please have pictures of pets ready to upload when applying.

## We may require you to bring the dog(s) to our office for approval.

#### Additional Pet Restrictions -

- No Aquariums larger than 20 Gallons allowed.
- No ferrets, reptiles or rodents of any kind are permitted as pets.
- All birds must be confined in cages and not allowed to reside outside their cage.

## REASONS FOR DENIAL OF APPLICATIONS

- · If your credit score is below 500.
- . If your income is less than 3 times the rent amount.
- . If you failed to give proper notice when vacating a property.
- . If the previous landlord s would be unwilling to rent to you again for reasons about your behavior or that of any family member, guest (welcome or not), your pets, or any animal on the property during your tenancy.
- If you have had three or more late payments of rent within the last 12 months.
- · If you have an oustanding collection filed against you by a Property Management Company.
- If an unlawful detainer action or eviction has occurred within the past five (5) years.
- · If you have recently received a 3-day notice to vacate.
- If you have had two (2) or more NSF checks within the last 12 months
- If you have filed for bankruptcy or foreclosure within the past 24 months we may deny your application.
- Any bankruptcy must have been discharged at least one year previous to the date of your application.
- · If you have allowed any person(s), not on the lease, to reside on the premises.
- If we are unable to verify your information, we must deny the application.
- No Businesses may be operated from the property.
- If you have a home based Business that you think we might approve, please let the Property Manager know.

# \*If misrepresentations are found after the lease agreement is signed, the lease agreement will be terminated.

**NO SMOKING:** Smoking is not permitted inside the home or garage.

## **REQUIRED TENANT LIABILITY INSURANCE NOTICE!**

All Tenants are required to maintain property damage liability insurance on behalf of the Landlord and Property Manager. Coverage is required in the amount of One Hundred Thousand Dollars (\$100,000.00) for damage to both Landlord's and third parties' property with the provisions covering at least the perils of fire, smoke, explosion, accidental water discharge and sewer backup.

Tenants are required to name Liberty Management. Inc. as an "Interested Party".

<u>Tenants may OPT OUT of purchasing this required insurance through landlord's</u> <u>approved vendor by providing written proof to the following three items PRIOR to</u> <u>the signing of this lease agreement:</u>

- 1. Evidence of Required Insurance levels to show the Policy is in effect, when it Will start & end, and who is named on the policy.
- 2. Liberty Management must be named as an "Additionally Interested" party to the insurance binder provided by the tenant.
- 3. The Tenant Liability coverage has to be equal to or greater than: \$100,000 in Tenant Liability Coverage to the Property.

**Cost through Liberty Management:** \$9.00 per month plus a \$3.00 per month administration fee for a total of **\$12.00 per month**. Tenants are required to carry Tenant Liability Insurance. Unless a Tenant Opts Out of this insurance by following the steps above, a policy will be automatically provided to the Tenant for \$12.00 per month.

Using an Insurance Provider Outside of Property Manager Preferred Vendor: Tenant has the right to Opt-Out of this requirement by providing adequate coverage as illustrated above and approved by Liberty Management prior to lease execution.

**Failure to Maintain Insurance:** If the tenant's coverage for their independently selfprocured tenant liability insurance is lapsed by either non-payment or non-renewal after lease execution, Liberty Management will place that tenant under this program by default for \$12.00 per month plus a one-time \$75.00 set-up fee.

**Disclosure of Relationship**: Liberty Management is affiliated with the National Property Management Network (NPMN) which is a nationwide affiliation of residential property managers. Beecher Carlson Insurance Company provides the Platinum Tenant Liability Insurance program through the National Property Management Network (NPMN) where Broker has ownership interests and is compensated through a controlled business arrangement with NPMN from Beecher Insurance.

**Coverage Notice:** By electing the Tenant Liability Insurance through Landlord's preferred provider via the automatic program set forth above, Tenant will not be listed as a named insured under the Landlord's policy.

The Tenant Liability Insurance policy is not designed to replace a Renter's Personal Insurance Policy. No coverage is provided to insure tenant contents with this policy.

#### Start of Lease Agreement:

The Rental property will not be held vacant for more than two (2) weeks, unless approved by Liberty Management, Inc.

Residents moving in before the 20th of the month pay prorated rent for that month, for residents moving in on the 20th or after they will need to pay the prorated rent and next month's rent at move-in.

*Vacant Homes* - Liberty Management has a policy that all leases will begin within 14 days of application approval or Availability date whichever is later. We are unable to hold the home rent free without a lease agreement longer than that time. Rent will be charged beginning on the 15th day.

*Occupied Homes* - Liberty Management will typically advertise an availability date with the properties we manage based on the representation of the occupant. In some cases, those dates will need to change due to circumstances beyond our control. We ask the approved incoming incoming residents to be flexible in these cases. We understand the burden this can create and strive to advertise a solid date so incoming tenants can plan accordingly.

**Upon Approval** - Once you are approved you will be notified by phone and or email. Applicants have 24 hours to pay the Application Deposit to secure the home off the market on your behalf.

#### \*\*If we do not receive your security deposit within 24 hours of approval, Liberty Management will withdraw your approval and process the next application received.

Once the Application Deposit is paid, Liberty Management will remove the property from the market and will not lease the Property to another person.

You and any co-applicant may not withdraw your application or the application deposit. If you or any co-applicant withdraws an Application or notifies us that you've changed your mind about renting the dwelling unit, a \$250.00 Administrative Fee, AND a daily rate of the proposed rent calculated from the date the application was submitted shall be forfeited to Liberty Management, Inc. and/or Landlord from the Application Deposit. The number of days will begin with the date of the application submittal and end on the date of the termination notice.

Once the lease agreement is signed the Application Deposit will be credited to the Security Deposit in the lease agreement.

Non Disparagement / Representations - TENANT and PROPERTY MANAGER mutually agree, that as additional consideration, specifically the mutuality of this clause, each is prohibited from making disparaging remarks/statements or publications regarding the other to any third party, internet, web-based, cloud based, or "review" type publication site, effective the date of this agreement. This provision relates to remarks/statements/publications/opinions/evaluations or any other thought process reduced to writing regarding: (1) this agreement; (2) any parties' performance under this agreement; (3) the lease agreement to which this provision is an addendum to; (4) any duty or obligation or action of or by the property manager that relates to or touches upon the management of this property. If any dispute arises regarding whether any remark, statement, or publication is disparaging, the parties agree that for purposes of this provision, expressly including the enforcement of this provision detailed below, that any remark, statement, or publication shall be irrefutably deemed disparaging if: (1) the other party requests, in writing, that the writing/publishing party remove the remark and/ or publication; and (2) the remark and/or publication is not removed within 72 hours of said requests. TENANT and PROPERTY MANAGER mutually agree that damages for failure to comply with this provision shall be liquidated at three hundred dollars per day for each remark/statement/representation that is disparaging or is not removed within 72 hours of request to remove said remark/statement/representation. TENANT and PROPERTY MANAGER further agree that enforcement of this provision is appropriate through a temporary restraining order and/or injunctions and permanent injunctions, notwithstanding any rights under the First Amendment to the United States and/or Texas Constitutions or other codified statute, regulation, or code and that any party who prevails on enforcement of this provision, whether for monetary damages or injunctive relief is entitled to recover attorney fees against the other. The parties to this agreement agree that this provision shall survive the termination, expiration or cancellation of the lease and this agreement is enforceable at any time should any party publish a remark/ statement/publication or other writing which is subject to this provision.

Venue - TENANT and PROPERTY MANAGER expressly submit to the jurisdiction of the State of Texas and agree that venue in any litigation touching or concerning this agreement shall be proper ONLY in Bexar County, Texas.

**Lease Preparation Fee: \$95** ---Similar to all local San Antonio apartment complexes – we charge a lease preparation fee of \$95 per lease agreement to prepare and offer the convenience of electronic signatures. Also, any renewed leases by that tenant will also be charged a \$50 lease preparation fee.

**Monthly Tenant Administration Fee: \$8.00** --- This monthly fee offsets the cost of ACH payments, Online Payments, Online Maintenance Request, Tenant Portal Access, Electronic Statements, and 24 Hour Maintenance Hotline.

## KEY POINTS TO SUMMARIZE FROM THIS DISCLOSURE:

- 1) The \$65.00 application fee per adult is NON-REFUNDABLE.
- 2) Your application can be canceled WITHOUT REFUND for failing to abide by the above guidelines and terms as stated above.
- 3) Combined Credit Scores of LESS THAN 650 may incur additional Risk Mitigation Fees and deposit.
- 4) You may apply and rent this home Site Un-Seen with certain stipulations.
- 5) Once your application is approved, there is a \$95.00 Lease Preparation Fee.
- 6) All ANIMALS must be disclosed on the application and put into the Lease Agreement.
- 7) There is a \$250 Non-Refundable Animal Administration Fee Per Approved Pet.
- 8) There is an \$8.00 Monthly Tenant Administration Fee for all lease agreements.
- 9) All OCCUPANTS must be disclosed on the application.
- 10) School Enrollment concerns are the responsibility of the Applicant.
- 11) Home Owners Association concerns are the responsibility of the Applicant.
- 12) There is NO SMOKING inside any of the homes or garages.
- 13) Tenant Liability Insurance is REQUIRED and may be obtained through Liberty Management for \$12.00 per month, per home.

#### Acknowledgement and Representation:

The following Application Agreement will be signed by all applicants before signing a lease contract. While some of the information required may not yet apply to your situation, there are some provisions that may become applicable before signing a lease contract. To continue with this online application, you'll need to review the Application Agreement carefully and acknowledge that you accept its terms.

1) Signing this application (electronic or otherwise) indicates that applicant has had the opportunity to review landlord's tenant selection criteria, which is listed above and available upon request. The Tenant Selection criteria may include factors such as criminal history, credit history, current income and rental history.

2) Applicant acknowledges that they have the opportunity to view the sample lease agreement and lease video that is posted on the Liberty Website at: <a href="https://www.Libertymgt.net">www.Libertymgt.net</a>

3) Applicant understands that providing inaccurate, misleading or incomplete information is grounds for rejection of this application and forfeiture of any application fee and may be grounds to declare applicant in breach of any lease the applicant may sign.

## 4) Applicant represents that the statements made in this application are true and complete.

\*The above terms and conditions are subject to change without notice. Nothing herein in any way constitutes an offer to lease or a promise or guaranty that an applicant will be offered a lease. Qualification for a lease is subject to each applicant completing an application for residency, meeting all applicable leasing requirements of landlord and executing all applicable lease lease documents.

\*If misrepresentations are found after the lease agreement is signed, the lease agreement will be terminated.

\*Liberty Management WILL NOT disclose any part of the application process if your application is not accepted, except to say that you did NOT meet our criteria. However, we will send you a letter which will provide you information on how you can attain a FREE copy of your credit report. Please keep in mind our decision is NOT based on the credit scores alone. Due to confidentiality, we are NOT allowed to disclose anything else so please don't ask.

#### Upon completion of your Application, you will be notified in writing of your Approval / Denial / or Offer of Other Terms

Applicant Signature: