



## TERMS OF APPLICATION AGREEMENT

The following Application Agreement must be signed by all applicants prior to signing a lease contract.

### **APPLICATION PROCESSING AND TIME FRAME:**

If you fully complete the application, pay the Non-Refundable Application Fee and provide us with all the documentation we request, we can process your application within 3 business days. You will be contacted immediately upon determination of approval or denial. All applicants over the age of 18 must submit a fully completed, dated and signed rental application and pay the Non-Refundable Application fee.

No rental property will be held vacant for more than two (2) weeks, unless approved by Service Star Realty.

### **REQUIRED INFORMATION:**

1. Complete and accurate Application Form
2. Legible Copy of Driver's License or Government Issued Photo ID
3. Proof of income: Your two most recent pay stubs, W2, if you are employed, or last 2 years' tax returns if you are self-employed or if you work in a cash industry.
4. Photos of your pet(s).

Upon receipt of your rental application, application fee, and all supporting documents, you can expect and hereby authorize us to: (1) check your credit report; (2) check the public records for any past evictions; (3) verify your employment; (4) verify your references; and (5) do a criminal background check.

**If your application is approved, you will have 24 hours to pay your Earnest Money Deposit: Earnest Money Deposit** equals to one month's rent plus \$195 lease administration fee. Payment must be in the form of certified funds: cashier's check or money order and delivered to our office.

**All initial funds, Earnest Money Deposit, first month's rent must be paid by cashier's check or money order payable to "Service Star Realty". Payments made in subsequent months may be by check.**

Upon approval and receipt of your Earnest Money Deposit, we will prepare your lease which you will be required to sign within 3 business days from receipt. Once your application is approved and the Earnest Money Deposit is paid, your Earnest Money Deposit becomes non-refundable. The Earnest Money Deposit will not be refunded to applicant and will be forfeited if Applicant:

- Fails to sign the lease;
- Fails to provide additional funds required;
- Does not take occupancy on the scheduled move-in date.

### **DEPOSITS and FEES:**

1. Security Deposit not to exceed 1 ½ times the monthly rent (Actual amount may vary);
2. \$50 Pet Application Fee per Pet if applicable (does not apply to service animals);
3. \$195 Lease Administration Fee;
4. Risk Mitigation Admin Fee as applicable, see below.

### **RESIDENT SELECTION CRITERIA:**

To qualify for the advertised security deposit amount you must meet the following criteria. If your credit, work history, or income does not qualify, you may still be approved but at a higher security deposit amount plus increased Risk Mitigation Admin Fee:

**CONTINGENT APPROVAL FEES-CREDIT SCORE BASED:**

All lease transactions involve risk. To mitigate this risk for both landlord and tenant, Service Star Realty routinely video tapes the condition of properties before and after each tenancy, ending most security deposit claim disputes before they begin. Credit history should show that the applicant has paid bills on time and does not have a history of write-offs or collections. Offering an approval to a prospective tenant based upon total credit score below a 600 involves a higher inherent risk to the landlord and to the property manager. Service Star Realty can offer applicants with lower than 600 credit score an opportunity to rent from us by offsetting the monetary risk for owner and management company. As long as applicant can and does pay the additional fee associated with their credit scores a lease can be offered.

Risk Mitigation Admin Fess for Applicants:

Average Credit Score (all Adults)	Risk Mitigation Admin Fee	Fully Refundable Security Deposit
600-850	None	1x monthly rent
550-599	\$150	1.25x monthly rent
500-549	\$300	1.5 x monthly rent
300-499	Declined	

Denied Lease Approvals: any applicant with a credit score under 499 must be declined due to an unacceptably high credit risk. Ask to see if you can qualify with a co-signor.

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Dealing with Multiple Applicants: A risk mitigation fee will be assessed based on the AVERAGE FICO score of all adults. No FICO Score: Applicants who do not have a FICO score may be assigned a score of 500 for the purpose of determining their risk mitigation fee and refundable security deposit.

We are not able to provide you with the credit report or tell you of its contents; however, we will provide you with the name of the credit reporting agency so you may receive a copy of it from the credit bureau. All information collected for the approval or denial of this application is considered confidential in nature for company use only.

**INCOME:**

Applicants must have a combined gross income of at least three (3) times the monthly rent. Incomes must be verified in writing; applicant may provide recent pay stubs. Self-employed applicants may be required to produce upon request two (2) years of signed tax returns. unemployed applicants must provide proof of income.

**CIVIL RECORDS:**

Credit history and/or Civil Court Records must not contain landlord judgments, eviction filings, landlord collections, or liens in the last 3 years.

Bankruptcy is OK provided it has been discharged.

Foreclosures are OK provided the rent is less than the amount of your mortgage payment.

**CRIMINAL HISTORY**

We do not accept applicants with records of the following crimes: FELONY Conviction, guilty plea, or no-contest plea within 7 years: murder, manslaughter, assault, robbery, burglary, rape, child molestation, kidnapping, arson, reckless burning, Domestic Violence, destruction of property, identity theft, Delivery or Sale of Illegal Drugs, Possession with intent to deliver, Manufacture of Illegal Drugs. Nor will we accept applicants with outstanding criminal warrants charging any of the above offenses. Furthermore, we do not rent to any person required to register as a sex offender.

**Co-signers are accepted at the manger's discretion only. They must complete an application, provide all documentation required of applicants, must meet all requirements and must sign the lease agreement.**

Current occupancy standards according to our company policies are a maximum of 2 persons per bedroom, except for infants under 4 years of age.

No pets/service animals of any kind are permitted without first applying and completing the required paperwork. Service animals will require 2 additional forms to be filled out, please request forms directly from our office and attach to application. An additional non-refundable administrative fee of \$50.00 per pet will apply, except in the case of service animals. Service Star Realty will charge monthly pet fee during the lease term: \$20 per pet per month, except service animals. More than two pets per household will require specific owner approval. Fish, reptiles, and birds are all considered pets. No aquariums larger than 10 gallons are allowed. No ferrets or rodents allowed. The following pet breeds and any mix of these breeds will not be accepted under any circumstances, GERMAN SHEPHERDS, BELGIAN MALINOIS, DOBERMANS, PIT BULLS, BULL TERRIER, PIT BULL TERRIER, PRESA CANARIOS, STAFFORDSHIRE TERRIERS, AMERICAN BULLDOG, BULL MASTIFF, MASTIFF, CHOWS, ROTTWEILERS, GREAT DANES, and WOLF HYBRIDS.

Any request for exceptions to these criteria must be submitted in writing to Service Star Realty for consideration. If approval is then given for such exceptions, additional deposits or co-signers may be required.

**Non Disparagement/Representations-** OWNER, TENANT/APPLICANT and PROPERTY MANAGER mutually agree, that as additional consideration, specifically the mutuality of this clause, effective the date of this agreement, each is prohibited from making or publishing disparaging remarks or statements regarding the other to any third party, internet, web-based, cloud based or "review" type publications site. This provision includes and relates to remarks/statements//opinions/evaluations or any other thought process reduced to writing, or otherwise communicated to any third party regarding: (1) this agreement; (2) any parties' performance under this agreement; (3) the lease agreement to which this provision is an addendum; (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 request. OWNER, TENANT/APPLICANT, and PROPERTY MANAGER mutually agree that damages will be incurred for failure to comply with this provision, and that the precise amount of such damages will be difficult or impossible to quantify with certainty. Therefore, liquidated shall be assessed at three hundred dollars (\$300) per day for each remark/statement/ representation that is disparaging and is not removed within 72 hours of request to remove said remark/representation/statement. OWNER, TENANT/APPLICANT, and PROPERTY MANAGER further agrees that enforcement of this provision is appropriate through restraining order and/or temporary and permanent injunctions, notwithstanding any rights under the First Amendment to the United States Constitutions or other 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 in enforceable at any time should any party publish a remark/statement/publication or other writing which is subject to this provision.

**Venue-** OWNER, TENANT/APPLICANT, and PROPERTY MANGAER expressly submit to the jurisdiction of the State of Arizona and agree that venue in any litigation touching or concerning this agreement shall be proper ONLY in Maricopa County, AZ.

**Additional Terms:**

- Applicant is aware that the property is delivered in AS-IS condition.
- Keys will be released on the first (1<sup>st</sup>) day of occupancy as stated on the application. Request for keys earlier must be accompanied with additional pro-rated rent and may require a \$100 Rush Move-In Fee.
- Request for immediate Move-In within 2 days of submitting application may require a Rush Move-In Fee.
- Maintenance and Repair – When you rent a home from our company, we strive to ensure that all items are in good working order. Please report any maintenance or repair request during your first 5 days of possession.
- Multiple Applications – Because we process applications so quickly, it is rare that we will ever have multiple applicants for the same property. If such is the case, however, we will select to approve an application in the following manner: we will consider applications multiple if they are completed all within the same business day from 9 am till 9 am the next business day. If we have more than one completed application that met our criteria within the same time frame, we will first offer the property to the application with the soonest move-in date. The approved applicant must bring Earnest Money Deposit to our office within 24 hours of time of approval or we will offer the property to the next applicant after that timeframe. Because Service Star Realty represents the best interest of the rental property, applicant accepts and understands the necessity for Service Star Realty to expend time and cost in obtaining credit reports, criminal reports, and other administrative costs. Hence, our policy that the application fee is non-refundable. If your application met our criteria but was not the approved one for the property for which you are applying, you may consider applying for other available properties that we may have, without payment of an additional application fee.

Thank you for applying to Service Star Realty!

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I do hereby acknowledge, understand and agree to the Terms of Application Agreement. I have read and agreed to all pages of this application package and have submitted them with this application for consideration by Service Star Realty. I affirm that the information contained in this rental application to lease to be true and correct. I agree that Service Star Realty may terminate any agreement entered into (including the lease) in reliance upon any misstatement made in this application. I agree and affirm that Service Star Realty may question and seek information from all person and/or firms named by us in this application and contract to lease, and further authorize Service Star Realty to acquire my credit reports and criminal background check from any authorized credit agency. I agree that acceptance of this application is conditional upon a credit check and other verifications that are satisfactory to Service Star Realty.

Applicant's signature: \_\_\_\_\_ Date: \_\_\_\_\_

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