

**Resident Selection Criteria  
And  
Credit / Criminal Consent Form**

**Smoke-Free Community:** Resident agrees and acknowledges that **The Avenues at Overland Park**, including without limitation the Apartment (which includes the Apartment's interior and garages) and all common areas, have been designated as a smoke-free living environment. This includes the swimming pool, parking area, playground, car care center and all other amenity areas. Resident and Resident's Guests shall not smoke anywhere inside the Apartment or the building where the Apartment is located or in the garage, nor shall Resident permit any guests or visitors under the control of Resident to do so. **\*Smoking will be allowed on the residence balcony/patio area only.**

**Application and Non-Refundable Processing / Administrative Fee:** A non-refundable application and a non-refundable reservation fee shall be paid with completed application as stated below. **All occupants 18 years of age or older must fully complete a Rental Application and meet the qualifying requirements. Legally married couples are permitted to apply as one joint applicant but must execute the rental agreement as individuals.**

<b>Application Fee:</b>	<b>\$50.00/\$65.00 Married (Non-refundable)</b>
<b>Reservation Fee:</b>	<b>\$199.00 (Non-refundable)</b>

**Guarantor (co-signer):** If a guarantor is required, the guarantor must complete an application, meet all qualifying criteria and execute a Lease Guarantee Agreement. Guarantor must have a gross monthly income equal to five (5) times the monthly Market Rate for that apartment. Guarantor is responsible for all monies due on the account and must adhere to the terms and conditions of the Apartment Rental Agreement. Utilization of a guarantor is not permitted when applicant is disqualified due to negative rental history.

**DEPOSIT:**

**Security Deposit:** An additional refundable security deposit equal to a ½ months rent or a full months rent may be due pending credit score. This deposit will be due within 5 days of application and must be in the form of a money order or certified check made payable to the property and will be refunded after the time of move out. Security or any other deposit amount may not be applied to rental payments.

- **Application Declined:** If the application is declined, the applicant will be notified and the reservation fee will be refunded. The application fee is non-refundable. If your application is declined or is accepted with conditions, you will be given the name, address and telephone number of the consumer reporting agencies providing the consumer information to us. Any applicant declined for unsatisfactory credit is encouraged to obtain a copy of the credit report, correct any erroneous information that may be on the report and submit a new application to this community for further consideration.
- **Application Cancelled:** All cancellations must be submitted in writing. **The application and reservation fee are non-refundable upon application.**

**Additional Fees:** Other monthly fees that you may be required to pay in addition to your monthly rent may include but are not limited to: water & sewer, garage or storage room, trash removal, pest control, pet rent, alarm monitoring, cable service, and late fees, as applicable.

**Move-In Date:** Applicants agree that the move-in date will be \_\_\_\_\_ (upon approval of the application). If both applicant and management agree on the date of move-in and the apartment unit is ready for move-in, the rental payment will commence on that date whether the applicant has moved in or not. Should apartment not be available on the agreed upon move-in date and a rescheduled date is not acceptable, the applicant's reservation fee will be refunded within thirty (30) days.

**Identity and Age Verification:** Government issued photo identification will need to be presented by all applicants. All applicants must be at least 18 years of age. Any person living in the apartment home over the age of 18 must submit an application.

**Employment:** Applicant **MUST provide 2 separate forms of income:** 2 recent paycheck stubs required **AND** verifiable employment offer letter or most recent W2 or tax records **within 48 hours of completing an application.** Attending school will be accepted as an alternative to being employed, but applicant must meet criteria with regards to rental history, credit and show source of financial support to meet our income requirements.

**Income:** Household income must be approximately **3 times the monthly rent prior to any discounts or concessions.**

**Resident History:** Any applicant showing a rental/landlord debt, poor rental history, and/or eviction will be automatically declined. Rental verifications must be from a management company or with twelve months cleared checks showing on time payments by the 5th of each month if rental history is from an individual.

**Pets:** No resident is permitted to have a pet without executing a pet addendum. All pets must meet the pet restrictions, a copy of which is available upon request. All pet fees or other amounts associated with having a pet must be paid as stated on the pet addendum prior to occupancy. **A current photo and rabies certificate for each pet must be provided prior to occupancy. We do prohibit the following canine breeds: Afghan Hound, Akita, American Staffordshire Terrier, Basenji, Bernese, Elkhound, Fila, Bull Mastiff, Chow Chow, Doberman, Dogue de Borduex, German Shepard, Great Dane, Mastiff, Pit Bull, Presia Canario, Rottweiler, Saint Bernard, Shar Pei, Giant Schnauzer, American Bulldog, Pit Bull Family. Management reserves the right to prohibit aggressive breeds of dogs not listed above based solely on their discretion.**

**Credit:** A complete credit history from a National Credit Bureau will is required and will be reviewed. We reserve the right to reject any applicant or to approve with conditions any application that we receive. **AN OPEN BANKRUPTCY OR UNPAID APARTMENT COLLECTIONS IS AN AUTOMATIC DENIAL. Bankruptcy and Foreclosure may require an additional deposit.**

**Criminal Background Search:** If your application is accepted or accepted with conditions, a criminal background search will be conducted on each occupant including all occupants 18 years of age or older. **The Avenues at Overland Park**, and its agent, reserves the right to reject the application of any individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others. **This may include misdemeanor convictions.**

**Occupancy Restrictions:** No more than two (2) occupants shall be permitted per bedroom in each floor plan. If the apartment has an acceptable floor plan that would temporarily accommodate an infant up to the age of 18 months, then in addition to two occupants per bedroom, your family may also have one infant less than 18 months of age.

**Vehicles:** All vehicles must be registered with management. Boats, jet skis, recreational vehicles, motorcycles, trailers and/or utility trucks with company logos will not be permitted on the property without management's prior written approval. Any vehicle with offensive verbiage or graffiti on the vehicle will not be permitted on the premises. Parking areas are for "parking only" and may not be used for performing maintenance vehicles. Resident acknowledges that he/she has an obligation to exercise due care for his own safety and welfare. All tags must have current registration and vehicles must be operated at least twice per week. **Only one** vehicle per resident will be allowed in order to provide adequate parking for all residents, exceptions to this will require management approval.

**Utilities:** Utilities are the financial responsibility of the leaseholder from the time of possession. Any utilities not transferred into the residents name will not be the burden of the community. Additionally, rent payments will not be accepted from any resident having a past due balance on water, trash or pest control services. Any utility bill that the community takes responsibility for, the Leaseholder will be required to reimburse the community plus an additional \$75 utility fee.

**Security:** Although management has installed Privacy Locks and Intrusion Alarms these amenities are not considered to be security systems. Therefore resident must acknowledge that management does not offer or provide security services for resident's protection or protection of resident's personal property. Resident acknowledges that he/she has an obligation to exercise due care for his/her own safety and welfare.

**Equal Housing Opportunity:** The Management Company of this community adheres to the Fair Housing Law (Title VIII of the Civil Rights Act of 1968 as amended by the Housing and Community Development Act of 1974 and the fair Housing Act of 1988) which stipulates that it is illegal to discriminate against any person in housing practices on the basis of race, color, religion, sex, national origin, disability or familial status.

**Privacy Policy:** We are dedicated to protecting the privacy of your personal information, including your Social Security or other governmental identification numbers. We have adopted a privacy policy to help ensure that your information is kept secure. We follow all Federal and State laws regarding the protection of your personal information. You will be furnishing some of your personal information (such as your social security or other governmental identification numbers) at the time you apply to rent from us. This information will be on the rental application or other document that you provide to us or to an apartment locator service, either on paper or electronically. We may use this information in the process of verifying statements made on your rental application, such as your rental, credit and employment history. We may use the information when reviewing any lease renewal. We may also use it to assist us in obtaining payment from you for any money you may owe us in the future. In our company, only authorized persons have access to your Social Security or other governmental identification number. We keep all documents containing this information in a secure area, accessible only by authorized persons. We limit access to electronic versions of the information to authorized persons only. After we no longer need your Social Security or other governmental identification numbers, we will store or destroy the information in a manner that ensures that no unauthorized person will have access to it. Our disposal method may include a physical destruction or obliteration of paper documents or electronic files containing such information. If you found us through a locator service, please be aware that locator services are independent contractors and are not our employees—even though they may initially process rental applications and fill out lease forms. You should require any locator services to furnish you their privacy policies as well.

**Consent to Verify Credit and Criminal Background:** All applicants, roommates and guarantors (if applicable) must agree to the following by executing this Resident Selection Criteria and Selection Form and a Rental Application Form:

*I hereby consent to allow **The Avenues at Overland Park**, through its designated agent and its employees, to obtain and verify my credit information and a criminal background search for the purpose of determining whether or not to lease an apartment to me. I understand that should I lease an apartment, **The Avenues at Overland Park**, and its agent shall have a continuing right to review my credit information, rental application, payment history, criminal background history and occupancy history for account review purposes and for improving application methods. I acknowledge that all information provided on the Rental Application is true and accurate and understand that failure to do so will result in an automatic denial of my application, and any fees paid including security deposits will be forfeited.*

**I have read, understand and agree to abide by the qualifications for the application process. I understand that if my application is not approved, or if canceled within 48 hours, I will forfeit my application fee(s), but will receive a full refund of my reservation fee. I also understand that the application fee and reservation fee are non-refundable if I cancel my application for any reason after 48 hours.**

**I HEREBY AFFIRM THAT I HAVE READ AND REVIEWED A COPY OF THE STATEMENT OF RENTAL CRITERIA FOR THIS COMMUNITY. FOR THIS AGREEMENT ONLY, A SIGNATURE FROM ONE APPLICANT WILL BE BINDING UPON ALL APPLICANTS. I UNDERSTAND THAT A SIGNED COPY OF THE APARTMENT RENTAL AGREEMENT AND ALL ADDENDUMS WILL BE GIVEN TO ME UPON TAKING OCCUPANCY.**

X \_\_\_\_\_ Date \_\_\_\_\_  
Applicant Signature

X \_\_\_\_\_ Date \_\_\_\_\_  
Applicant Signature

X \_\_\_\_\_ Date \_\_\_\_\_  
Applicant Signature

X \_\_\_\_\_ Date \_\_\_\_\_  
Management Signature

