

RENTAL INFORMATION

RENTAL APPLICATION: AZ Home Renters LLC may be referred to as “AZHR” in this agreement “Rental Application” forms are required from EACH applicant over 18 years of age who will be residing in the property. AZHR “Rental Application” form must be completed in its entirety, be signed by the Applicant (s), and be submitted with a **\$50 application fee*** per person, paid in certified funds; money order, cashier’s check or Pay Pal made payable to AZ HOME RENTERS LLC. Property management staff will not process incomplete application(s), nor will the Applicant be considered for the available property and the property will remain on the market. We will also need a copy of each applicant’s photo ID.

PERSONALLY, VIEW THE PROPERTY: AZHR does not rent properties “Sight Unseen” and requires EACH Applicant who will be residing in the property to personally view the property prior to submitting an Application for said property. Applicants who have not viewed the property prior to submitting an application may do so with written agreement/waiver but it will not be considered a reason for withdrawal from the lease.

RENTAL LEASE AND ADDENDUMS: AZHR “Lease Agreement” is required to be read and signed by EACH Tenant Applicant over 18 years of age who will be residing in the property. By signing the “Lease Agreement” the Applicant is acknowledging having read the Agreement and is agreeing to abide by the lease, AZHR’s rental policies, procedures, and the terms set forth therein.

RENT EARNEST DEPOSIT: An earnest deposit equal to \$295.00 is required once the Applicant/Applicants have been approved. The amount of earnest deposit may vary from each property. However, the earnest deposit will never be less than \$295.00. This earnest deposit is non-refundable should the tenant not take possession of the property on the date designated on the rental agreement. Methods of payment for the Earnest Deposit must be paid in certified funds; money order or cashier’s check made payable to AZ Home Renters LLC.

Applicants understand that once the application has been approved, an earnest money deposit is required for taking the property off the market. It will be deposited in the AZHR Trust Account. Once the property owner approves the Applicant and the rental agreement is executed, the Earnest Money deposit will be credited to the required move in funds/security deposit. Said deposit will be NON-REFUNDABLE if the Applicant fails to take occupancy on the date specified or decided that he/she no longer wants the property. Cashier’s check or money order is required for payment of the deposit(s) and the first month’s rent.

Applicant understands that once the rental agreement has been fully executed and the earnest deposit has been received, the property will be taken off the rental market and reserved for the Applicant. At this point, other potential Applicant(s) will be turned away.

Applicant further understands that submitting an Application does not take the home off the market. We process the applications in a first come first qualified basis and do so without haste. If we are unable to verify any of the information contained on the “Rental Application”, it will delay the whole process and someone else might get the home instead.

CREDIT CHECK/PROCESSING FEE AND VERIFICATION POLICY: Please be advised that AZHR will obtain, on behalf of the owner, a credit and criminal report for each Occupant Applicant 18 years and over of age who will be residing in the property. By signing the “Rental Application” form and “Rental Policy Agreement”, the Applicant authorizes AZHR and/or agent(s) to obtain credit, criminal, eviction and sex offender report(s), to contact Applicant’s present and previous employer(s), bank(s), personal reference(s) and Applicant’s presents and previous landlord(s).

Applicant agrees to reimburse AZHR for any and all bank charges, or any fees incurred due to the payment on a cashiers check, money order or credit/debit card online payment being intentionally stopped or returned due to insufficient funds.

AZHR uses an outside agency/vendor for the processing of all application packages. Generally, during normal business hours, the credit report is obtained within one (1) hour after processing has begun. The lengthiest part of the application process is reference verification, so, if Applicant knows that one or more of their references may be difficult to contact, please let AZHR know in advance or perhaps provide alternate contacts telephone numbers. Additionally, if there is anything negative on the Applicant’s credit history or if Applicant’s employer, present, and or/previous landlord(s) would not recommend the Applicant as a resident, then, please provide a detailed explanation with the completed application package.

If an actual credit report has been processed for the Applicant, the credit check(s) fee will not be refunded for any reason. If an actual credit report has not been processed for the Applicant, the credit check fee will be refunded within ten (10) business days from the date of deposit into the AZHR account.

QUALIFICATION STANDARDS: AZHR reviews four (4) areas of the completed Application Package during the qualification process – Credit History, Criminal History, Rental/Ownership History and Income Level.

To qualify for the available property with AZHR, Applicant must have a minimum of: Two (2) years established credit history in good standing, Two (2) years verifiable references from present and previous landlord and Gross income of approximately (3) three times the monthly rent amount.

Married couples and related residents over 18 may combine income. All non-related persons should apply individually. We must be able to verify employment history. If you are self-employed, we may need YTD pay stubs and may need tax returns for the last 2 years or verification of income through bank statements.

When an employment reference or department does not verify employment or salary earnings proof of employment may be established by providing the last two (2) consecutive pay stubs. If you are combining incomes to qualify, please provide a source of income for each Applicant. Proof of income may be established by providing a copy of the offer letter of employment from the Applicant's new company or by providing bank statements with balances equivalent or greater than the gross income requirement listed above.

CURES: If the Applicant does not meet the above qualifications standards, in some cases, the following cures may be used at the sole discretion of Homeowner (with owner's written consent) only.

Guarantors/Co-signers, in some cases, may be used to cure negative credit, insufficient gross monthly income (within \$1,000.00) of required amount), little or no rental history, or lack of stable income for six (6) months or longer. A Higher Security Deposit no more than 1+1/2 (1.5X) times the monthly rental amount, in some cases, may be used to cure negative credit, insufficient gross monthly income (within \$1,000.00 of required amount), little or no rental history, or lack of stable income for six (6) months or longer.

If the Applicant knows they have something derogatory in their application package, please be prepared to disclose it and potentially pay a higher security deposit or provide a guarantor. Applicant(s) should not submit an application unless they are certain they want the property.

BANKRUPTCY, EVICTIONS, JUDGEMENTS AND THE LIKE: Bankruptcy may be cured with a guarantor or higher security deposit if the bankruptcy has been discharged or has occurred at least seven (7) years ago and all current obligations have been paid in a timely manner. Eviction – Applicant may not qualify for a property with AZHR if they have ever been evicted; Evictions will be reviewed on a case-by-case basis and will only qualify with owner's written consent. Judgments – If Applicant has any judgment(s), Applicant will be required to pay the judgment

amount in full, provide proof of payment and may be required to provide a guarantor and/or higher security deposit amount.

GUARANTOR QUALIFICATION POLICY: To qualify as a Guarantor for an Applicant with AZHR, Guarantor must have five (5) years of excellent to good credit history. Guarantor will not qualify as a Guarantor with a negative credit history. Additionally, Guarantor must have at least five times (4X's) the monthly rental rate in verifiable gross income. All income must be verifiable and must have been stable for at least six (6) months or longer.

FIRST MONTH'S RENT: The first (1st) month's rent (and all other required move in funds) will be due and payable at the date and time noted in the lease agreement and may include a pro-rated rental amount based upon the tenancy agreement start date. Payment for the first (1st) month's rent must be paid by certified funds cashier's check or money order only. Please have them made payable to **AZ HOME RENTERS LLC** Once you are a resident you will have online payment access.

SECURITY DEPOSIT POLICY: AZHR sets the standard security deposit as generally equal to one month's rent, which will be due upon move-in less the earnest deposit already received. **Note:** The ARLTA prohibits a landlord from demanding or receiving security, however denominated, including, but not limited to, prepaid Rent in an amount or value in excess of one and one-half month's Rent; however the ARLTA does not prohibit a Tenant from voluntarily paying more than one and one-half month's Rent in advance. The breakdown of the deposit amounts shown below is solely for the purpose of showing how such amounts were calculated and does not limit landlord's right to use all deposit amounts as permitted by the ARLTA. Deposits may be placed in interest-bearing accounts, which interest shall be retained by the Broker or Landlord. **REFUNDABLE DEPOSITS SHALL NOT BE USED AS A CREDIT TOWARDS LAST MONTH'S RENT.**

Monthly admin fees and taxes: AZ Home Renters charges 2% of the monthly rate. That means your rent payment monthly will include Rent, Admin fee and city tax. City tax rate varies upon city.

OFFERS: Should Applicant desire to place an offer on an available property, said offer must be in writing and submitted with the completed application AZHR will review the offer before processing the application and will contact the Applicant with the result of the offer. Please note that the entire Application packet must be submitted with the offer— prior to any negotiations taking place. Offers requested after approval of the application will be declined.

DENIED/DECLINED POLICY: Should the Applicant's application be declined by any reason, the Applicant will be notified by telephone or in writing via mail to the current address listed on the application or via email.

LEGAL ACTION: Note that the binding rental agreement will be subject to AZHR's acceptance of Applicant's application packet, and subject to AZHR and Applicant entering into AZHR's Tenancy Agreement. However, this Rental Policy Agreement will be binding upon execution by AZHR and Applicant. If any legal action or proceeding is brought by either party to enforce any part of this Rental Policy Agreement, the prevailing party will recover, in addition to all other relief, reasonable attorney's fees and costs.

PET REGULATIONS: Policies on pets vary according to the property. However, none of the properties permit the following breeds of dogs that may prevent a homeowner from securing homeowner's insurance: Akita, Alaskan Malamute, chow chow, Doberman pinscher, German shepherd, American pit bull terrier, Presa Canario, Rottweiler, Siberian husky, Staffordshire bull terrier and wolf dogs, also known as wolf hybrids or near relatives. (Exceptions: Assistive Animals Only). Pet deposits are strictly enforced. Pet Deposit is \$250 refundable, a pet fee per pet may be charged (in addition to any other due deposits) up to maximum of three pets per property may be allowed with the written consent of the property owner.

LEASE TERMINATION: At lease term end, your lease agreement shall automatically continue a month-to-month basis, with all other terms and conditions set forth herein remaining the same, unless either party provides written notice to the other of their intention to terminate the Lease Agreement. Notice to terminate the Lease Agreement at the end of the original term shall be given on or prior to the last rental due date of the original term. Notice to terminate, if on a month-to-month basis, shall be given thirty days prior to the periodic rental due date. At lease termination Tenant shall return all keys/garage door/entry gate openers as described herein and vacate the Premises.

IF TENANT WILLFULLY FAILS TO VACATE THE PREMISES AS PROVIDED FOR IN THIS LEASE AGREEMENT, LANDLORD SHALL BE ENTITLED TO RECOVER AN AMOUNT EQUAL TO BUT NOT MORE THAN TWO MONTHS' PERIODIC RENT OR TWICE THE ACTUAL DAMAGES SUSTAINED BY LANDLORD, WHICHEVER IS GREATER, AS PROVIDED FOR IN THE ARIZONA RESIDENTIAL LANDLORD AND TENANT ACT ("ARLTA")

LEASE RENEWAL: Most of our residents do renew with us. We usually will contact you in advance of your renewal date. As our preferred residents, we do our

best to keep your rental rates competitive for you, so you needn't worry about an increase, if one even happens at all we'll do our best to keep it low.

COMMUNICATION: Possibly the most under rated human interaction, if you ever have a question, please don't hesitate to ask us, we're here to help!

EQUAL HOUSING OPPORTUNITY PROPERTY: We do Business in Accordance with the Fair Housing Act. (The Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988). **IT SHALL BE ILLEGAL TO DISCRIMINATE AGAINST ANY PERSON BECAUSE OF RACE, COLOR, RELIGION, SEX, (PHYSICAL OR MENTAL) DISABILITY, FAMILIAL STATUS (HAVING ONE OR MORE CHILDREN), OR NATIONAL ORIGIN.** In the sale or rental of housing or residential lots, In advertising the sale or rental of housing, In the financing of housing, In the appraisal of housing, In the provision of real estate brokerage services, Blockbusting is illegal Anyone who feels he or she has been discriminated against should send a complain to: U.S.Department of Housing and Urban Development Assistant Secretary of Fair Housing and Equal Opportunity, Washington,D.C. 20410

AZ HOME RENTERS LLC 2017

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