

## **MCCLELLAN BUSINESS PARK LLC RENTAL CRITERIA**

1. **The landlord is an equal opportunity housing provider.** The landlord and authorized agent, if any, fully comply with the Federal Fair Housing Act as well as California's Fair Housing Act. The landlord and/or authorized agent do not discriminate against any person because of age, race, color, religion, sex, including gender as defined by Penal Code Section 422.56(c), and pregnancy, childbirth, or medical conditions related to pregnancy or childbirth (California Government Code Section 12926(p), sexual orientation, disability, familial status, marital status, national origin, ancestry, source of income, or any other arbitrary reason. The landlord and agent also fully comply with all state and local fair housing laws.
2. The landlord and/or authorized agent for the landlord will be investigating the following items:
  - (1) the likelihood that you have the ability to pay the full rent and other fees due pursuant to the rental agreement consistently and in a timely fashion throughout your tenancy, and
  - (2) the likelihood that you will not cause damages to the premises and that you will maintain the condition of the tenancy premises and will return it to the same condition that it was rented to you normal wear and tear excepted, and,
  - (3) the likelihood that you will not cause a nuisance at the premises, violate the law at the premises, nor interfere with the peaceful use and quiet enjoyment of others in the community.
3. **Occupancy guidelines:** To prevent overcrowding and undue stress on plumbing and other building systems, the landlord restricts the maximum number of people who may reside in a unit. In determining these restrictions, the landlord adheres to all applicable fair housing laws. For non-governmentally subsidized housing the landlord allows a maximum of two persons per bedroom per rental unit, plus one.
4. **Showings:** All property showings are "open" showings. Open showing means more than one party may be scheduled to see the property at one time.
5. **Rental criteria:** To qualify for a unit you must meet the following criteria:
  - a. **Income:** Your combined net monthly income must be within at least three times the monthly rent, and must be legal and verifiable. Acceptable verification of income includes, but is not limited to the following items – one month's income or pay stubs or statement of wages on authorized company letterhead, prior year's tax returns, proof of government payments (such as welfare, disability, social security, etc.), proof of receipt of court ordered incomes (such as spousal or child support), proof of investment income, or proof of any other legal income, and a copy of applicable business license if required by law for a self-employed Applicant.
  - b. It must be represented by the applicant(s) that at the time of the presentation of the application that the applicant(s) reasonably anticipates that combined monthly income is expected to be received by the applicant(s) for not less than the term of the anticipated tenancy (eg. Even if you otherwise qualify for tenancy based upon all other criteria, if it is discovered by the landlord or agent that your required minimum monthly income is expected to drop below the minimum standard within the time period of the anticipated tenancy, your application will be denied).
  - c. If you are self-employed, you must be able to provide the previous two (2) years' tax returns with stated income prior to deductions that is approximately three times the monthly rental rate.
  - d. Co-signers are not accepted.
  - e. **Rental history:** If applicant does not have any rental history, it will not be considered as "negative"; however, if applicant has a rental history, there may not be a "*Negative Rental History*". If applicant has ever been evicted or sued for any lease violation, or had a tenancy terminated due to a lease violation, the landlord will reject your application.

The applicant must not have “*Negative Rental History*” applicable to at least the last three prior landlord/property managers. *Negative Rental History* includes but is not necessarily limited to the following:

- (1) late payment of rent or other fees associated with a rental agreement,
- (2) failure to pay late charges associated with a rental agreement,
- (3) violation of any provision of a rental agreement,
- (4) issuance of any form of a notice to quit due to one or more alleged violation of a rental agreement,
- (5) history or practice of disturbances of the peace or alleged violation of law,
- (6) deductions as allowed by Civil Code Section 1950.5 taken by former landlord from the security deposit,
- (7) you must not owe any prior landlord any money for any reason,
- (8) having been named as a Defendant in a lawsuit for Unlawful Detainer,
- (9) Inability to verify information required from current or former landlord(s),
- (10) You must not have relocated from residency for any reason more than 3x in the twelve months immediately preceding the date of presentation of the application to rent to the landlord or agent,
- (11) Issuance of a non-negotiable instrument (“bounced” check) to a landlord,
- (12) If there is a rental history of the applicant, an inability to verify your rental history

f. **Credit history:** It shall not be considered as derogatory if the applicant has absolutely no credit history; however if the applicant does have a credit history, the credit record must be non-derogatory and verifiable. If the applicant’s credit history shows any derogatory information, the landlord or authorized agent will reject your application. Derogatory information includes but is not necessarily limited to the following:

- (1) one or more open collection accounts,
- (2) open bankruptcy,
- (3) one or more unpaid collection accounts,
- (4) one or more collection “write-offs” within the last seven years,
- (5) more than three late payments within the last twelve months preceding submission of the application to rent,
- (6) more than six late payments in the last twenty-four months preceding submission of the application to rent,
- (7) one or more unsatisfied money judgments,
- (8) one or more unpaid tax liens,
- (9) foreclosure,
- (10) repossession,
- (13) Inability to verify credit information,
- (14) Inability to verify your identity,
- (15) If there is a credit history of the applicant, an inability to verify your credit history

g. **Verifiable Identification.** Each applicant must present identity information that is legal and verifiable including but not necessarily limited to at least one form of verifiable government issued photo identification.

h. **Criminal Background:** The Landlord or agent is entitled to deny tenancy when it is determined that the applicant’s record, history, pattern or practice of bad conduct or behavior, and/or habits, whether the information is derived from a criminal background check or from another reliable source, may be reasonably expected to have a detrimental effect on other residents and/or their family members, guests, visitors and invitees, vendors, staff or employees of the management company, and/or the responsibility of the applicant to meet financial tenancy obligations.

The factors under consideration may include but are not necessarily limited to a record, history, pattern, practice and/or habits, and reliable reports of criminal conduct or bad behavior including but not necessarily limited to criminal convictions involving fraud, theft, embezzlement, trespass, disturbance of neighbors, destruction of property, injuries to persons or animals, or a record of living or housekeeping habits at prior residences or any other location which may adversely affect the health, safety or welfare of other tenants or others as described herein, and/or a history of drug-related criminal activity, violent criminal related activity, or other criminal activity involving crimes which would adversely affect the health, safety or welfare of other tenants, guests, employees, vendors and/or neighbors and/or adversely affecting property rights.

**NOTICE IS HEREBY GIVEN** that due to limited geography, limited information, incomplete, inaccurate or outdated information, the acquisition of information derived from a criminal background check is not a warranty, guarantee, or assurance of security, safety or protection being provided to any of our residents or their family members or guests. The Owner makes no claim, representation, warranty or promise regarding the safety, health, welfare or protection of any of our residents deriving from the gathering of criminal background information or determining whether a particular applicant is eligible for tenancy. The Owner does not warrant or promise the safety or security of any resident.

- i. **Rental Process:** Expressing threatening or abusive behavior or language during the application process will result in a denial of your application. Landlord reserves the right to reject the Applicant at any time prior to execution and delivery of the written Rental Agreement for the following reasons:
  - (1) discovery of false or misleading statements having been made by the Applicant(s) and/or a former or current landlord or property manager,
  - (2) conduct by the applicant which may adversely affect the health, safety or welfare of other applicants, residents and/or their guests and invitees or management staff and vendors that is committed by the applicant whether on-site or off-site and that is observed by and/or directed toward the Landlord, management staff, vendors, existing residents, their guests and invitees, and/or other applicants that is abusive, threatening, assaultive, intimidating, profane, racially or sexually inappropriate behavior, or other similar conduct engaged in by the applicant,
  - (3) discovery of supplemental post-application information regarding the Applicant that would otherwise be good cause to permit rejection of the Applicant.
- j. **Application:** You must provide information on your rental application that is complete, legible, accurate and truthful. You must complete the rental application and sign it.

6. **Application process:** The landlord evaluates every application in the following manner:

- a. Applications are processed in the order that they are received, but the first *qualified* applicant will be accepted for potential tenancy; however, due to time being of the essence, if a subsequently received applicant's application is fully completed and able to be verified, as well as meets the rental criteria specified herein prior to the preceding applicant's application being able to be completed through no fault of the landlord or authorized agent, the subsequent applicant will be given the opportunity to sign the rental agreement first, and the preceding application will be consequently denied. (eg. Applicant #1 presents a completed application to the landlord/manager, whereupon landlord makes a telephone call to the applicant's current or past landlords that are identified on the application, but the landlord or agent does not receive the necessary information due to leaving a message on an answering machine; then, landlord or agent phones Applicant #2 reference landlords and is able to receive the required favorable information. Under these circumstances the "first qualified" is Applicant #2, who will be awarded the opportunity to sign the rental agreement first).
- b. Each adult (18 years or older or legally emancipated) must submit a **completed** rental application, including the signed Rental Applicant Reference Form (CAA). All pertinent documentation **MUST** be submitted with each application (see last page of application). You must answer each question on the application.
- c. Pursuant to the provisions of California Civil Code Section 1950.6 a nonrefundable per applicant fee of \$25 paid in cash, money order or certified funds, **must** be received by the landlord or agent **before** the application is processed.
- d. 6(b) and 6(c) must be complete prior to the application being processed. If a first application is received yet is incomplete, and one or more subsequent completed applications are received, the subsequent applications will be processed first.
- e. Once the application is complete and the application/screening fee is paid, the landlord will begin the verification process. The landlord will verify your credit, landlord reference (and/or mortgage) and your employment and/or income verification.

- f. If approved by the landlord or authorized agent for the landlord, within 48 hours of notification to the applicant(s) of approval the applicant must deliver to the landlord or the authorized agent the full security deposit and at least the first month's rent in certified funds or money order, and within said 48 hours have all authorized applicants personally sign the Rental Agreement in the presence of the landlord or authorized agent. Notification to the approved applicant may be by telephone, voice or message machine, email, or by mailing to the applicant by first class mailing. Failure of the approved applicant to meet these conditions within the 48 hours may at the sole and exclusive option of the landlord or authorized agent result in the landlord or authorized agent entering into a rental agreement with any other approved applicant.
7. **Move-In:** In addition to signature of all accepted adult applicants on the written rental agreement and addenda thereto, an amount equal to at least one month of rent and the full security deposit must be paid by the approved applicant before the applicant can take possession of the unit. Funds must be received in the form of a certified check or money order. After the security deposit & first month rent are paid, you may pay monthly rent and other fees associated with the rental agreement as limited or allowed by the written rental agreement.

### **Automatic Disqualifiers:**

- Prior or current eviction resulting in a judgment against the applicant [See Item e(8) above]
- Unfavorable rental references
- Negative rental history
- Not meeting credit history requirements of this rental criteria
- Unverifiable information on your application
- Incomplete or unsigned rental application
- False information given on the application
- Criminal conviction for felony manufacture or sale of controlled substances
- Expressing threatening or abusive behavior or language during the rental process
- Not meeting rent-to-income ratio requirements
- Inability to pay rent in addition to current financial obligations

All rental documents must be signed by all applicants in the presence of the landlord or the landlord's authorized agent.

This is a Limited Pet Unit subject to a written Pet Addendum.

**AUTHORIZATION TO RELEASE INFORMATION TO  
PROSPECTIVE LANDLORD OR PROPERTY MANAGER**

“I, \_\_\_\_\_, represent that I am herewith applying to rent a residential premises from

\_\_\_\_\_ Landlord or Apartment Complex name)  
\_\_\_\_\_ Phone  
\_\_\_\_\_ E-mail

It is important that my prospective landlord or property manager be provided with any and all information regarding my tenancy with the following current or former landlords or property managers:

Current Landlord/Property Manager Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Former Landlord/Property Manager Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Former Landlord/Property Manager Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Former Landlord/Property Manager Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**Each of the parties stated above is hereby requested and authorized to speak with or communicate with the prospective landlord or property manager set forth above for the purpose of discussing any and all of the facts and circumstances of my current tenancy or former tenancy. There are no limitations or restrictions regarding what may be discussed or revealed to my prospective landlord or property manager.**

**You are also herewith given express permission and consent to provide copies of my entire tenancy file to the prospective landlord or property manager set forth above.**

**I hereby hold the above named parties harmless of any liability for providing written or verbal information and/or discussing the quality of my tenancy with my prospective landlord or property manager.**

DATED: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
Applicant

Property Address: \_\_\_\_\_



# Application to Rent

(All Blanks Must Be Filled In)

**Separate Applications Are Required from Each Adult Applicant (anyone 18 years and older)**

Full Name: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Phone (H) \_\_\_\_\_ Phone (W) \_\_\_\_\_

Driver's License No. \_\_\_\_\_

Cell Phone or Alternate Phone Number: \_\_\_\_\_

(Copy of your Driver's License or Picture ID is required)

**Proposed Occupants (Including Yourself)**

**Date of Birth**

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

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

Why are you moving from your present place of residence? \_\_\_\_\_

What is your current rent amount: \$ \_\_\_\_\_

Desired Move-In Date: \_\_\_\_\_

**List Residence Information for the Past 3 Years**

Address - (Include Apt. Number)	City, State, Zip	Name of Owner/Manager	Owner/Manager Phone Number	Date Moved In	Date Moved Out

**Employment**

**Additional Employment**

If Self Employed – Copies of Last Two Years Tax Returns Showing Gross (before taxes) Income Per Month of 3 Times Monthly Rent Must be Provided

Occupation/Source of Income	_____	_____
Employer (Company Name)	_____	_____
Business Address	_____	_____
Business Phone (where employment can be verified)	_____	_____
Name & Title of Supervisor	_____	_____
Length of Employment / Hire Date	_____	_____
Full Time/Part Time (Hours/Week)	_____	_____
Current Gross Monthly Income	_____	_____

Additional Income: \$ \_\_\_\_\_

Source: \_\_\_\_\_ **(Written Verification Must be Provided for Additional Income to be Considered)**

Notify in Case of Emergency	Address	Phone	Relationship
Someone who does not live with you			
Nearest relative not living with you			

Mother's Maiden Name: \_\_\_\_\_

**TURNOVER AND COMPLETE REVERSE SIDE**

Automobile: Make \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ License No. \_\_\_\_\_

Automobile: Make \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ License No. \_\_\_\_\_

Other Vehicles: \_\_\_\_\_

	<b>Yes</b>	<b>No</b>
Have you in the last 7 years declared bankruptcy, suffered foreclosure or had any account assigned to collection action?		
Have you ever been evicted, or given notice to move by a Landlord, Owner or Property Manager?		

**PETS** - How many pets? \_\_\_\_\_ What type of pet: \_\_\_\_\_

Full description of pet (ie. Breed, age, weight, color, name, etc.) \_\_\_\_\_

A Non-Refundable Application Fee of **\$25.00** is required for processing this application, and is being paid herewith. The cost is broken down as follows:

Credit Reporting Agency's Fee	\$12.00	<i>The application fee is non-refundable. The fee must be paid in cash or money order (exact change only). No personal checks accepted for application fees.</i>
Telephone and Supplies	\$ 3.00	
Property Manager's Time	<u>\$10.00</u>	
Total Application Fee	\$25.00	

**Please allow at least three (3) business days for your application to be processed. You will receive notification by mail if your application is denied. We are not responsible for delays caused by lack of response from your references.**

**I acknowledge receipt of the McClellan Business Park LLC written rental criteria.**

**Please be prepared for the following if your application is approved:**

- (1) If approved by the landlord or authorized agent for the landlord, within 48 hours of notification to the applicant(s) of approval the applicant must deliver to the landlord or the authorized agent the full security deposit and at least the first month's rent in certified funds or money order payable to McClellan Business Park, LLC, and within said 48 hours have all authorized applicants personally sign the Rental Agreement in the presence of the landlord or authorized agent. Notification to the approved applicant may be by telephone, voice or message machine, email, or by mailing to the applicant by first class mailing. Failure of the approved applicant to meet these conditions within the 48 hours may at the sole and exclusive option of the landlord or authorized agent result in the landlord or authorized agent entering into a rental agreement with any other approved applicant.
- (2) Your personal check is acceptable for subsequent rent payments.

I declare that this application is complete, true and correct and I herewith give my permission for anyone contacted to release the credit or personal information of the undersigned applicant to Management or their authorized agent, at any time, for the purposes of entering into and continuing to offer or collect on any agreement and/or credit extended. I further authorize management or their Authorized Agents to verify the application information including but not limited to obtaining criminal records, contacting creditors, present or former landlords, employers and personal references, whether listed or not, at the time of the application and at any time in the future, with regard to any agreement entered into with Management. Any false information will constitute grounds for rejection of the application, or Management may at any time immediately terminate any agreement entered into in reliance upon misinformation given on this application. **Applicant has read and understands the information on this application.**

The rental unit you are applying to rent: \_\_\_\_\_

Applicants Name (Please Print Clearly): \_\_\_\_\_

Date: \_\_\_\_\_ Applicant's Signature: \_\_\_\_\_