

WESTERN  
STATION  
APARTMENT HOMES  
—★—  
AT FOSSIL CREEK

**RENTAL CRITERIA**

Welcome to Western Station, a City Gate managed property. The following rental criteria are compiled to ensure that a City Gate community is your BEST MOVE.

**City Gate Property Group is an equal housing opportunity provider.** All visitors must present a valid driver's license or other photo identification in order to view the community. Other acceptable forms of identification are: Valid state issued ID card, valid Military ID card, a valid Passport or a US Immigration and Naturalization Services issued VISA. A copy of all applicant's photo IDs will be made and retained at time of move-in. All applications for apartment homes 1) will be accepted on a first come-first served basis 2) are subject to the availability of the apartment type requested 3) will be approved by complying with the rental criteria listed below 4) require the receipt of the application fee, pet fees (if applicable), administrative fee, and deposits (if applicable). Rental applications are to be completed entirely. **Any omissions or falsifications may result in rejection of an application or termination of lease.**

Our rental application process consists of two stages. The first stage of this process is to verify your rental, employment and credit history. After the application has been approved for this first stage you will be subject to a criminal background check (stage 2). Applications that are not approved will be notified in writing Pursuant to the Fair Credit Reporting Act.

**Stage 1 Criteria**

All applicants must comply with the following prior to occupancy:

- Applicants must be of legal age (18 years or legally emancipated) and each applicant must complete an application and meet all rental criteria.
- All applicants are required to execute the lease agreement and each applicant is individually responsible for the total amount of the rent.
- All proposed apartment occupants must be listed on the application. Applicant must not have more than two persons residing in a one-bedroom apartment, not more than four persons in a two-bedroom apartment, not more than six in a three-bedroom apartment, and not more than eight in a four-bedroom apartment.
- The total of the entire Applicant(s) gross monthly income must be at least 3 times that of the monthly rental payment. Those having a gross income of less than 3 times the monthly rental payment can only qualify with the assistance of a valid guarantor.
- Rental history may be verified on present and previous residence. A verifiable positive record of prompt monthly payment for at least 12 months, sufficient notice, with no damages is required. Foreclosures, evictions, Skips, or Money Left Owing to a Landlord within three (3) years of application date or falsification of this application may result in an automatic rejection. **Neither guarantors nor additional security deposits will be accepted for negative rental history within the time frame listed above. Additional administrative fees can be accepted for negative rental history outside of the time frame listed above. Pursuant to the Fair Credit Reporting Act, applicants declined due to negative history reflected on their credit report will be notified in writing.**
- Applicant must have six months of consecutive, verifiable employment. If self-employed, retired, or disabled, the applicant must provide a photocopy of their tax return from the previous year, a financial statement from a CPA verifying their employment and income, or photocopies of their three most current bank statements illustrating the ability to pay rent, plus verifiable proof of self-employment, retirement, or disability. Those applications that lack such employment history will not be approved unless the applicant obtains a valid guarantor that is approved as per the approved guarantor requirements.
- A credit report will be pulled on each applicant. An unsatisfactory credit report can disqualify an application at this community. An unsatisfactory credit report is one that reflects past or current bad debts, late payments or unpaid bills, liens, judgments or bankruptcies. Persons declined for no credit history or negative credit history may qualify with a higher deposit and/or fee. Pursuant to the Fair Credit Reporting Act, applications declined due to poor credit history will be notified in writing.
- Applicant must submit all application fees, administration fees, pet fees (if applicable) and deposits in the form of a cashier's check, online at the time the application is submitted, or money order only.
- Each applicant is required to pay individual application fees. For this purpose, married applicants will be treated as one applicant.
- If Pets are allowed, pet fees are required at move-in for residents with pets. Only two (2) pets per apartments are allowed. Aggressive breeds are not allowed including but not limited to the following: Afghan Hounds, Akita, Australian Cattle (Blue Healer), Bloodhound, Chow Chow, Dalmatian, Doberman, Elkhound, Foxhound, German Shepherd, Great Dane, Greyhound, Husky, Keeshond, Malamute, Pitt Bull/American Bull Terrier, Presa Canario, Rottweiler, and Saint Bernard. Animals trained to assist blind, deaf, or other disabled individuals are always permitted. Exotic animals and exotic rodents are not allowed.
- Applicants understand that they will not be able to occupy or take possession of an apartment unit until all supporting paperwork is complete and signed by all parties.

**Stage 2: Criminal Background Check**

A criminal background check will be run on all applicants. An application may be automatically denied in the event the applicant(s) has been convicted of a felony or misdemeanor for any crime listed below. The application may receive a denial if they have had an adjudication of a felony within the past seven (7) years for any crime listed below. An automatic denial will also occur should an applicant appear on the list of known terrorists and wanted fugitives as provided by the Office of Foreign asset Control (OFAC), federal agencies to include the FBI, or other state and local law enforcement agencies. The applicant agrees that the lease shall be terminated in the event the applicant, after moving onto the property, is convicted of any of the crimes listed below, and/or appears on the list of known terrorists, wanted fugitives, or national sex-offender database. Note: This requirement does not constitute a guarantee or representation that residents or occupants residing at this apartment community have not been convicted of a felony or are not subject to deferred adjudication for a felony. \* All time limits below begin after the completion of sentence. \*

<b><u>Felony Convictions</u></b>	<b><u>Felony or Misdemeanor Convictions</u></b>	<b><u>Misdemeanor Convictions</u></b>
<ul style="list-style-type: none"> <li>• <b><u>Drug Related Offenses (10 years)</u></b></li> <li>• <b><u>Bad Checks (5 years)</u></b></li> <li>• <b><u>Fraud or Forgery (10 years)</u></b></li> <li>• <b><u>Trespassing (5 years)</u></b></li> <li>• <b><u>Assault (20 years)</u></b></li> <li>• <b><u>Theft, Robbery (10 years)</u></b></li> <li>• <b><u>Disorderly Conduct (2 years)</u></b></li> <li>• <b><u>Prostitution (20 years)</u></b></li> <li>• <b><u>Weapons Law (20 years)</u></b></li> <li>• <b><u>Family Related Non-Violent (10 years)</u></b></li> <li>• <b><u>Murder (99 years)</u></b></li> </ul>	<ul style="list-style-type: none"> <li>• <b><u>Sex-related crimes (99 years)</u></b></li> <li>• <b><u>Drug/narcotic sale/manufacture (99 years)</u></b></li> <li>• <b><u>Arson (99 years)</u></b></li> <li>• <b><u>Extortion, Embezzlement (10 years)</u></b></li> <li>• <b><u>Possession of Burglary Tools (10 years)</u></b></li> <li>• <b><u>Forgery, Larceny (10 years)</u></b></li> <li>• <b><u>Possession of Stolen Goods (10 years)</u></b></li> <li>• <b><u>Destruction of Property (10 years)</u></b></li> <li>• <b><u>Terroristic Threat (99 years)</u></b></li> <li>• <b><u>Bodily Injury (99 years)</u></b></li> <li>• <b><u>Violent Crimes (99 years)</u></b></li> </ul>	<ul style="list-style-type: none"> <li>• <b><u>Assault (10 years)</u></b></li> <li>• <b><u>Drug Related Offenses (5 years)</u></b></li> <li>• <b><u>Bad Checks (5 years)</u></b></li> <li>• <b><u>Fraud (5 years)</u></b></li> <li>• <b><u>Purposely obstructing law (1 year)</u></b></li> <li>• <b><u>Trespassing (1 year)</u></b></li> <li>• <b><u>Theft, Robbery (5 years)</u></b></li> <li>• <b><u>Prostitution (10 years)</u></b></li> <li>• <b><u>Weapons Law (10 years)</u></b></li> <li>• <b><u>Family Related Non-Violent(5 years)</u></b></li> </ul>

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**Lease Guarantor Qualification Criteria**

Guarantors will be accepted for income qualification purposes only and must be a resident in the state in which the application is submitted for occupancy. He/she must complete an application for residency and meet all of the Resident Selection Criteria making twice the applicant's required income. A guarantor will be a SIGNOR on the Lease Agreement and will also be fully responsible for the Lease Agreement if the occupying resident(s) default. Applicant understands that application fees are non-refundable. Declined applications will receive a refund for their administrative fee and/or security deposit(s). In the event the applicant is required to pay an additional deposit and/or fee and the applicant cancels, the deposit and/or fee will be forfeited as liquidated damages. **Applicant's Initials**

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Applicant Signature

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Date

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Applicant Signature

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Date

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Management Representative

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Date

