

APPLICATION POLICY
MCCORMICK PROPERTY MANAGEMENT AND REALTY, LLC
(WE ARE AN EQUAL OPPORTUNITY HOUSING PROVIDER)

WE ARE AN EQUAL OPPORTUNITY HOUSING PROVIDER. WE FULLY COMPLY WITH THE FEDERAL FAIR HOUSING ACT. WE DO NOT DISCRIMINATE AGAINST ANY PERSON BECAUSE OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS. WE ADHERE TO ALL APPLICABLE STATE AND LOCAL FAIR HOUSING LAWS. A RENTAL APPLICATION MUST BE PROCESSED ON ALL PROSPECTIVE TENANTS 18 YEARS OF AGE OR OLDER AND A NON-REFUNDABLE APPLICATION FEE PAID FOR EACH APPLICANT.

- 1. PROCESSING FEES:** A non-refundable processing fee is payable with this application. The processing fee will not, under any circumstances, be refunded or applied to any debt owed by the applicant to McCormick Property Management and Realty, LLC (hereinafter referred to as MPMR). Processing fee is \$40.00 for each applicant. All adult applicants (over 18 years of age) must fill out an application and sign the Lease. In the event of more than one resident, each resident understands he/she is jointly and severally liable for each provision of this contract.
- 2. ESCROW DEPOSIT:** An escrow deposit is also due and payable with this application. In the event this application is not approved, the deposit will be refunded. Deposits will be accepted only in the form of a cashier's check or money order. **Applicant understands that the escrow deposit will be forfeited as liquidated damages if applicant cancels or withdraws the application or merely changes his/her mind (whether or not the lease has been signed) for any reason whatsoever.** Applicant understands that this good faith deposit removes this property from the open market so as to be held for possession date. Escrow deposits will be deposited in Fifth Third Bank upon approval of application.
- 3. APPROVAL:** MPMR agrees to either approve or decline this application within three business days. If the applicant fails to submit the necessary processing fee and escrow deposit, this application will be considered withdrawn and MPMR and the applicant will be under no further obligation. It is necessary to have all applications, processing fees, and escrow deposits before the property will be taken off the market for lease. Once the application is approved and the lease is signed, the escrow deposit will become the security deposit. The first month's rent will also need to be paid in the form of a cashier's check or money order. Please know that two valid forms of identification will be required of all persons on the lease. One of these will need to be a photo I.D. These will need to be shown upon signing the lease. If applicant gives false information, MPMR has the option of voiding this application and/or any subsequent lease. Notice in writing may be mailed to applicant at present address or last known address, if present address if not available.
- 4. RENTAL POLICY:** ***WE ARE AN EQUAL OPPORTUNITY HOUSING PROVIDER. WE FULLY COMPLY WITH THE FEDERAL FAIR HOUSING ACT. WE DO NOT DISCRIMINATE AGAINST ANY PERSON BECAUSE OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS. WE ADHERE TO ALL APPLICABLE STATE AND LOCAL FAIR HOUSING LAWS AND THE TOTAL PERSONS PER PROPERTY IS NO MORE THAN ALLOWED BY CITY CODES. A RENTAL APPLICATION MUST BE PROCESSED ON ALL PROSPECTIVE TENANTS 18 YEARS OF AGE OR OLDER AND A NON-REFUNDABLE APPLICATION FEE PAID FOR EACH APPLICANT. WE DO BUSINESS IN ACCORDANCE WITH THE FEDERAL FAIR HOUSING LAW (FAIR HOUSING AMENDMENT ACT OF 1965).***

To qualify for a rental unit through MPMR, you must meet the following criteria: (1) **INCOME:** Gross income per applicant must be three (3) times the amount of the rent. If not verifiable by employer, we require the past 6 months of bank statements or certification from the bank that the account maintains a minimum average monthly balance of three (3) times the rental amount. (2) **EMPLOYMENT:** An applicant must have verifiable current employment and six months employment history or a verifiable source of income. School will be accepted as an alternative to employment history provided it can be verified. **NOTE:** ALL INCOME VERIFICATION PAPERWORK MUST BE PROVIDED TO MANAGER NO LATER THAN 24 HRS. FROM THE DATE OF THE APPLICATION. FAILURE TO DO SO WILL AUTOMATICALLY DENY THE APPLICATION DUE TO LACK OF VERIFIABLE INCOME. (3) **CREDIT:** Applicants for whom negative credit information is reported for more than 20% of current accounts do not meet credit requirements. A "current account" is an account which is currently open or a closed account that has had activity within the past two years. Medical accounts are not considered. We do not approve applications that show a current or pending Chapter 11 or 13 Bankruptcy. A Chapter 7 Bankruptcy may be considered if it has been discharged and evidence of that fact has been received by MPMR, and if applicant has since maintained a good credit history. (4) **RENTAL HISTORY:** Two years verifiable residency or current/previous address with at least 12 months rental or home ownership history. If there are any rental (or landlord/tenant) judgments/collections/monies owed, these must be paid in full and written notice of this fact must be received by MPMR. Applicant will not be approved if previously evicted or currently in the process

of being evicted by landlord for cause. (5) The burden of proof rests with the applicant. (6) **CRIMINAL BACKGROUND:** MPMR performs a criminal background check. Applicant will be automatically denied for the following reasons: Any information on the rental application is false; Having been arrested or convicted of manufacturing or distributing a controlled substance; conviction or who has a pending charge of a felony crime; Anyone who has an arrest or conviction or who has a pending charge of a felony crime; Any individual, who, within the past three (3) years has had an arrest or conviction or who has a pending misdemeanor charge involving illegal substances or a crime against a person or property.

Tenant hereby agrees not to engage in any criminal activity including illegal drugs and illegal use of firearms.

5. **AGENCY DISCLOSURE.** Applicant acknowledges and understands that MPMR represents the owner of the property in the lease of the property for which applicant is applying.
6. **LEAD PAINT DISCLOSURE:** Applicant is hereby notified that any property built prior to 1978 may contain lead based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, LESSORS must disclose the presence of known lead based paint and lead based paint hazards in the dwelling. LESSEES will receive a Federally approved pamphlet on lead poisoning prevention at the lease signing. If you would like this pamphlet prior to signing your Lease, please make this request prior to returning your application to MPMR.
7. **PETS:** No pets are permitted without management approval and/or owner's sole discretion. A maximum of one pet per home will be allowed (unless approval in advance) upon payment of a refundable pet deposit (in the amount required by the Owner). All tenants with pets must have a pet agreement on file. **NO VISITING PETS ARE ALLOWED** (The only exception to these policies would be pets which are designated as service animals required to accompany a resident with a verified disability for the specific purpose of aiding that person.) No aggressive breeds are allowed. The following types of dogs are prohibited: Pit Bulls, Alaskan Malamutes, Rottweilers, Akitas, Chow Chows, American Stratfordshire Terriers, Doberman Pinchers, German Shepherds, Great Danes, Siberian Huskies, Wolfhybrids, Perro de Presa Canarios and any dog that has any one of the previously listed breeds in their lineage. If a dog has a history of violent behavior, it is determined to be a dangerous dog no matter what its pedigree and it is then not allowed on the property.
8. **RETURN POLICY:** There is a \$30 processing charge for any payment that is returned for any reason. Please provide a cashier's check or money order for the escrow deposit made payable to McCormick Property Management and Realty, LLC. The \$40 processing charge check may be made payable to Jackie W. McCormick. If the applicant's check is returned by his or her bank for insufficient funds, either for his or her deposit money or later for his or her rent and/or any other payments to MCCORMICK PROPERTY MANAGEMENT AND REALTY, LLC, applicant understands that he or she may be at Agent's option, in breach of any Lease Agreement and will be subject to immediate eviction or at Manager's option, Manager shall require all future payments to be made in cash, cashier's check, or money order.
9. **POSSESSION:** Failure by MPMR to deliver possession of the premises at the time agreed upon, shall not subject to MPMR to damages in any amount whatsoever. If the applicant's lease application is approved, the rent and other obligations as outlined in the lease agreement, must begin no more than twenty-one (21) days from the date of approval.
10. **STATEMENT OF UNDERSTANDING:** Applicant agrees that he/she has read and agrees to above application policies. Applicant also understands that this application is part of the lease agreement and certifies that all information is correct. Any misrepresentations, misleading or false statements made by LESSEE (applicant) and later discovered by LESSOR (MPMR) will, at LESSOR's option, void the lease agreement. Applicant hereby authorizes MPMR to check whatever sources MPMR deems necessary to verify or update information before, during, or after tenancy and authorizes the investigation of all statements contained in this application. Applicant agrees that application and any reports obtained in the investigation of the application may be shared with the owner of the property. Applicant has a right to make a written request within a reasonable time period for a complete and accurate disclosure of additional information concerning the nature and scope of this report from Equifax. Applicant agrees to pay any court costs, attorney fees, or collection costs which may be necessary to enforce any of the application policies.
11. **UTILITIES:** Applicant will be responsible for providing documentation from required utility companies that these services have been placed in applicant's name. Renters insurance is strongly encouraged.
12. **LEASE AGREEMENT.** A Lease must be signed by all parties to the Lease no later than 3 calendar days from the date of approval.

I HAVE READ THE ABOVE AND UNDERSTAND THE CRITERIA FROM WHICH MY APPLICATION WILL BE APPROVED.

Applicant's Signature

Date

MCCORMICK PROPERTY MANAGEMENT AND REALTY, LLC

639 E. Main St., Suite B-102, Hendersonville, TN 37075

(615) 264-0041 fax: (615) 264-9102

APPLICATION

PROPERTY ADDRESS:

FOR OFFICE USE ONLY:

RENT _____

DEPOSIT _____

APPFEE _____

TOTAL PAID: _____

DEPOSIT _____

ACCEPTED: _____ BY OWNER OR

MOVE-IN DATE: _____

REJECTED: _____ BY OWNER

Applicant's Full Name: _____

Social Security Number: _____

Birthdate: _____ Married Single Divorced Separated

Other Occupants/Relation to Applicant/Birthdates:

Best # to reach: _____ email address: _____

Present Address: _____ City: _____ State: _____

Zip: _____ Telephone: () _____

Rental Amount: _____ How Long? _____ 30 Day Notice Given? _____

Reason for Moving:

Landlord's Name: _____ Phone: () _____

Address: _____ Rental Amount: _____

Former Address: _____ City: _____ State: _____ Zip: _____

Rental Amount: _____ How Long? _____

30 Day Notice Given? _____ Reason for Moving: _____

Landlord's Name: _____ Phone: () _____

Address: _____ 30 Day Notice Given? _____

If you owned your home, name of Mortgage Co.: _____

Applicant's Employment: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Position: _____ Supervisor: _____ Tel No.: _____

Salary: \$ _____ per _____ Date Started: _____ Full/Part Time: _____

If employed less than 1 year, previous employment: _____

Supervisor: _____ Telephone Number: _____

Address: _____ How Long: _____

Additional Income:

Name of bank: _____ Branch: _____ Phone: _____

Address: _____ Account No: _____ CK () Sav () Loan _____

Personal References:

1. _____ Address: _____ Phone: _____

2. _____ Address: _____ Phone: _____

NO PETS WITHOUT PRIOR APPROVAL. EACH PET SUBJECT TO REFUNDABLE PET DEPOSIT. NO AGGRESSIVE BREEDS ARE ALLOWED.

Pets: Number _____ Type(s): _____ Breed(s): _____ Weight: _____ Age: _____
Color: _____ How long owned? _____ Housebroken: _____

OFFICE USE ONLY: ACCEPTED () REJECTED () APPROVED BY OWNER:

INITIALS: _____

Vehicles: We do not allow vehicles without permission, vehicles not approved in writing, may be towed away at owner's expense. One vehicle allowed per licensed driver/tenant .ALSO: Do you have a boat, motorcycle, trailer, truck, etc? _____

1. Make _____ Model _____ YR: _____ Color _____ License No.: _____
2. Make _____ Model _____ YR: _____ Color _____ License No.: _____
3. Driver's License #: Applicant _____ State: _____
In case of illness, accident, emergency, please notify: _____
Relation: _____ Home Phone: _____
Cell Phone: _____ Address: _____ City: _____
State: _____ Zip: _____ Hospital: _____
Phone: _____

Have you ever been evicted from any residential rental property? _____ Yes _____ No

Have you ever been arrested or convicted or do you have any pending charge(s) of felony or misdemeanor?
_____ Yes _____ No

Have you ever filed bankruptcy? _____ How
did you learn of this property? () Newspaper () Drive-by () Referral () Other

ACKNOWLEDGEMENT REGARDING RECEIPT OF COPY OF THIS APPLICATION:

I acknowledge that I either received a copy of this application from the Property Manager or I made a copy before I returned the application for processing.

Signature of Applicant: _____

Date: _____

PERMISSION TO RELEASE RECORDS

I UNDERSTAND THAT THIS APPLICATION IS PART OF MY LEASE AGREEMENT. I AUTHORIZE AND GIVE CREDENTIALS VERIFICATION SERVICES, INC. PERMISSION TO OBTAIN MY CREDIT REPORT, CRIMINAL HISTORY, AND EMPLOYMENT VERIFICATION AND RENTAL HISTORY. A COPY OF THE CREDIT REPORT MAY BE OBTAINED FOR A FEE BY CALLING 1-800-685-1111.

Applicant's Signature (date)

Applicant's Signature (date)