

727-835-3040

Tenant Application Criteria, Terms and Conditions

Leasing Office Hours

8:30 to 5:30 M-F

Residential Rental Application Occupancy and Procedure Standards It is *Berkshire Hathaway HomeServices Florida Properties Group's* policy to actively pursue and offer equal housing for all persons regardless of race, color, religion, sex, national origin, familial status, disability or any other federal, state and local laws regarding Fair Housing. BHHS Florida Properties Group is the Broker/Agent of the Landlord and is compensated for its services by the Landlord.

By completing, signing or submitting the application in person or electronically through Berkshire Hathaway HomeServices Florida Properties Group website, the applicant(s) agrees to hold harmless BROKER, the tenant verification service and all providers of information on the prospective tenant(s) listed on this application. I do hereby authorize with my signature, the release of all public records, credit report, rental information, and employment verification, whether by fax, photo-copy or original signature. Applicant(s) agree to a full disclosure of the findings to the property owner and agree to future credit verifications during or after the lease period if necessary for collection proceedings. A copy of the credit report will not be given to the applicant. This application is the property of Berkshire Hathaway HomeServices Florida Properties Group. I affirm that I have read and reviewed all the information on this application.

The Application Fee of \$50.00 per adult applicant is non-refundable for any reason

Reservation Fee for Application Acceptance is non-refundable.

Application screening may take 48 hours or more to complete.

Residential Rental Application

Occupancy and Procedure Standards

It is BHHS Florida Properties Group policy to actively pursue and offer equal housing for all persons regardless of race, color, religion, sex, national origin, familial status, disability or any other federal, state and local laws regarding fair housing.

Berkshire Hathaway HomeServices Florida Properties Group is the Broker/Agent of the Landlord and is compensated for its services by the Landlord.

A sample of the attorney prepared lease is available at www.rentahomewithus.com in the sample lease

tab. You have read the "Tenant Rights Disclosure" provided for you at [Tenant Bill of Rights](#).

PROCEDURES AND APPLICANT CRITERIA

All persons leasing an apartment, condo, or single-family residence must be of legal age - **18 years or older** - to sign a contract and **all adult occupants must sign the lease**. Applicants and Guarantors, if any, must provide photo-copy of picture ID and photo-copy of applicant's social security card. If you are not a US Citizen, you will be asked for proof that you are lawfully in the USA. Incomplete applications, lies & omissions on application are grounds for denial. If more than one application is submitted at the same time we will first process the Application that best matches the Owner's requirements.

***Properties located in communities governed by a Homeowners Association may require two or more weeks to complete the HOA application process. All Approval or Denial decisions made by Homeowners Associations or their designated Management Company are the sole responsibility of the community.**

All Pets must be screened at petscreening.com at a cost of \$20 for first pet and \$15 for each additional. Additional pet privilege fee will be determined by screening results. Screening process does not guarantee that the pet will be accepted by the owner of the property for which you applied. Pet privilege fee will be determined after pet screening results are reviewed.

A \$125 Resident Coordination Fee will be due at time of Lease signing along with the other Pre- Move in funds required in the lease.

RESERVATION FEE FOR APPLICATION ACCEPTANCE – NON-REFUNDABLE

A Reservation Fee of one month's rent will be due in the form of a **money order, cashiers check**, Payable to BHHS Florida Properties Group with application but no later than **24 hours from** notice of Acceptance. Reservation Fee is non- refundable if Applicant decides not to lease the property, but shall be applied to funds due before move-in when Applicant executes a lease.

Typical Funds due before Move-in may include: 1st Month Rent, Last Month Rent, Security Deposit, and if applicable a Non-refundable Pet Privilege fee and a \$125.00 Resident Coordination Fee. If community association approval is required prior to occupancy, you will be asked to follow the application process of the community association and make any required fees payable to the that association in the amount requested and produce

for acceptance notice prior to occupancy. Only Checks drawn on a U.S. Bank will be accepted.

Typical Lease Obligations:

Rents may be paid by mail or online at www.rentahomewithus.com debit or credit card (convenience fee applies). You should post rent 4 days prior to rent due date or initiate online pay transaction 2 days prior to rent due date to avoid late charges.

Rents are due on the first of the month and a late fee is assessed on the 3rd of the month of 10% of

unpaid rent. NSF Fee for returned checks 5% of check value or \$30.00 whichever is greater.

Mandatory cleaning charge (market rate or dollar amt.)

Mandatory carpet cleaning charge (market rate or dollar amt.) Mandatory Re-keying charge (market rate or dollar amt.)

Mandatory Last Quarter Condition Evaluation and Renewal Processing

Fee \$125 Mandatory Lease Close Processing Fee \$125

Tenant responsible for Pest Control

Tenant responsible for all Utilities unless otherwise specified by landlord

Tenant Responsible for any minor repair up to \$100.00. Over \$100.00 the entire bill is

landlord's cost. Tenant responsible for AC/ Heat filters and smoke alarm batteries

Tenant responsible to run AC & Heat to retard mold and mildew

Tenant Responsible for taking precautions to avoid mold and mildew conditions in the

rental unit Tenant responsible for repair of torn screens

Tenant responsible for Lawn & Scrub care unless landlord provides

service Tenant responsible for Pool care unless landlord provides

service

Tenant responsible for an annual inspection fee of \$125 due the last quarter of the lease if the lease is being extended and

\$125 lease close out processing fee which will be deducted from the security deposit for the 3rd party inspection service.

Additional month rent owed if tenant does not give landlord a written notice of intention to vacate 30-days prior to the last day of the lease even if tenant vacates on lease end date.

A. INCOME REQUIREMENTS - The gross income to rent ratio to qualify is 3 to 1.

1. Applicants must have current, consistent and verifiable employment of at least 6 months. Applicant to provide Verification from Employer or copies of at least 6 current consecutive pay stubs.
2. Self-employed applicants must provide the following:

Previous 2 years tax statements and previous 3 months company bank statements.

3. Retired applicants must provide the following:

Previous 3 months bank statements indicating the monthly direct deposit.

OR, provide the documentation indicating monthly income, i.e. government letter of social security, disability income, or retirement (i.e. welfare, child support, alimony, etc.)

B. VERIFIABLE RESIDENCY - Applicants must have 3 years of verifiable resident history.

1. Previous rental history reports from landlords must reflect timely payment, no NSF checks, sufficient notice of intent to vacate, no complaints of noise or disturbance, and no damage to unit at time of termination.
2. Relatives are not acceptable rental references.
3. Daytime phone numbers are needed for rental references.
4. If you do not have landlord references but have sold your home, provide copy of closing statement. If you own a house that you are now renting, provide copy of current lease.

C. CREDIT CHECK – Applicants with less than Good FICO credit scores are considered but with higher advance funds prior to move-in.

1. Applicants with a slow pays, tax lien, repossession, foreclosure, discharged personal bankruptcy, collections or less than favorable credit

ratings may be considered with a required payment of last month's rent in addition to Security Deposit.

2. Applicants will not be accepted for the following derogatory credit records: Eviction and/or moneys owed to an apartment or landlord ratings may be considered with a required payment of last month's rent in addition to Security Deposit.
3. Applicants will not be accepted for the following derogatory credit records: Eviction and/or moneys owed to an apartment or landlord.

D. CRIMINAL BACKGROUND CHECK

Criminal records must contain no convictions for felonies within the past 7 years involving the manufacture or distribution of controlled substances. For other felony convictions, we will conduct individualized assessments that take into account mitigating factors, such as facts & circumstances surrounding the criminal conduct, age at time of conduct, evidence of good tenancy before and after conduct, nature & severity of conviction and the amount of time that has passed since the conviction. Criminal history which indicates that an applicant's tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy could result in substantial physical damage to the property of the owner or others may result in rejection of the application.

E. APPLICATION FEE-- NON-REFUNDABLE

\$50.00 Money Order, Cashiers Check or Cash only, Payable to BHHS Florida Properties Group for each applicant. Any persons age 18 or older are considered individual applicants (i.e. spouse, co-signers, roommates or family member must pay a separate application fee). \$50.00

F. PET POLICY

The following pets will not be accepted: Rottweillers, Dobermans, Pit Bulls (A.K.A. Staffordshire Terriers), Bull Terriers, Wolf hybrids, German Shepherds, Chows, Presa Canarios and any others which may be listed in property owner's insurance policy.

In consideration of having my/our pet(s) approved, we agree to pay for an online pet screening service used by Broker at application and prior to each lease renewal. In addition you agree to pay a non-refundable pet privilege fee prior to move-in determined by Owner and Broker (per pet) to BHHS Florida Properties Group. This pet privilege fee is paid as I/we understand that a pet occupied property often times causes the Owner/Property Manager more work, closer inspections and occasional complaints from neighboring properties.

My/our pet(s) is/are well trained, is/are not dangerous to others and does/do not have a propensity to be vicious. My/our pet(s) has never bitten, clawed or caused harm to another person.

In the event the pet produces a litter, I/We agree to keep them at the rental premises no longer than one month past weaning. I/

We shall not engage in any commercial pet-raising activities

There shall be no other pets, other than listed above on premises without the express written approval of BHHS Florida Properties Group agent for Owner. Should I/We desire additional pets, I/We agree to apply to BHHS Florida Properties Group agent for Owner for written approval prior to pet occupancy.

I/We agree to keep the pet(s) from becoming a nuisance to neighbors. This includes controlling the barking of the pet(s), if necessary and cleaning up any animal waste in the yard or on public or common areas.

In the event that my/our pet(s) causes/cause damages/damage or destruction to the property, I/We agree that all costs of said damage or destruction shall come out of our security deposit as stipulated in the lease agreement. Should the security deposit be insufficient to cover the cost any pet damage or destruction, then I/We agree to be financially responsible for damages above and beyond the amount of my/our security deposit.

If the pet becomes a nuisance or causes damage or destruction to the premises or otherwise violates the terms of this pet application, BHHS Florida Properties Group may terminate the pet's right of occupancy as agreed and/or my/our lease agreement.

I/We will provide a photograph of the pet and pet's current license whose application is being considered, before final approval is given and agrees to keep license and shots current as required by law.

No pets (with the exception of service animals) of any kind are permitted without specific written permission of landlord in the lease document, an addendum to lease, a non-refundable pet fee acceptable to landlord and/or an additional pet deposit or additional security deposit. 1. No pets (with the exception of service animals) of any kind are permitted without specific written permission of landlord in the lease document, an addendum to lease, a non-refundable pet fee acceptable to landlord and/or an additional pet deposit or additional security deposit. Certificate of medical necessity is required for service or support animals. Fees and deposits are waived for these animals.

Unauthorized pet charge \$300.00 All pets that are to be considered with this application have been added in the pet section of the application.

G. OCCUPANCY STANDARDTwo (2) persons per bedroom plus one additional occupant is the occupancy standard.

A. **VEHICLES** No more than Two (2) vehicles per household without landlord's written consent.

B. **NON-SMOKING** All units are non-smoking ones unless otherwise stated in the lease.

C. **REPORTING OF NON-PAYMENT** It is the landlord's right under the lease to report all non-compliance with terms of your lease agreement or failure to pay rent or any other charges to a collection agency and/ or credit bureau. As the Landlord's agent, BHHS Florida Properties Group may submit information to such agencies.

OPT IN TEXTING/SMS AGREEMENT

Applicant agrees that Landlord and/or Management and/or a third party service hired by Landlord and/or Management may send non-commercial text messages to Applicant's cell phone or mobile device before and/or during any tenancy. Examples of text messages include but are not limited to rent due reminders and inspection notices. Applicant is not required to sign this agreement or agree to enter into this agreement as a condition of renting a home. This is an optional and additional way Landlord and/or Management may communicate a message to an Applicant or Tenant if Applicant becomes a Tenant. Applicant agrees to follow Landlords and/or Management's prescribed means of communication to Landlord and/or Management as set forth in the lease or any other documents and texting shall not be substituted by Applicant or Tenant for the prescribed means of communication to Landlord and/or Management. Landlord and/or Management shall not provide Applicant's or Tenant's cell number to any third party for the purposes of marketing any goods or services.

DISCLOSURE 1: Pursuant to Federal Fair Credit Reporting Act, 15.U.S.C. Section 1681, et seq., as amended by the Consumer Credit Reporting Reform Act of 1996 if the Owner denies you residency or asks for additional security deposit, advance rent or a co-signer based on the information obtained from this application you may request a copy of your credit report from the credit reporting agency within 60 days of your denied application for residency. An adverse action letter will contain numbers for the credit reporting source being used by BHHS Florida Properties Group.

DISCLOSURE 2: Pursuant to Florida law, the Florida Department of Law Enforcement (FDLE) is required to maintain a list of sexual predators and sex offenders to enable the public to request information about these individuals living in their communities. Tenants who deem this information material should contact FDLE toll free at 1-888-357-7332, via e-mail at sexpred@fdle.state.fl.us, or via the Internet at www.fdle.state.fl.us/sexualpredators.

DISCLOSURE 3: SCHOOL DISTRICTS At some point in the lease application process, you may be provided with information regarding the school boundaries for a particular property. Due to school overcrowding in certain areas, school boundaries are subject to change. As a result, the information available to the Owner and the Realtor may not be accurate or current, even though it appears to be from a reliable source. If this information is important to you, contact the local school board directly to verify the correct school boundaries for the particular property you are intending to rent prior to signing a lease.

DISCLOSURE 4: BHHS Florida Properties Group is not liable for any costs to tenant resulting from Foreclosure of Mortgage on rental property.

D. **VEHICLES** No more than Two (2) vehicles per household without landlord's written consent.

E. **NON-SMOKING** All units are non-smoking ones unless otherwise stated in the lease.

F. **REPORTING OF NON-PAYMENT** It is the landlord's right under the lease to report all non-compliance with terms of your lease agreement or failure to pay rent or any other charges to a collection agency and/ or credit bureau. As the Landlord's agent, BHHS Florida Properties Group may submit information to such agencies.

OPT IN TEXTING/SMS AGREEMENT

Applicant agrees that Landlord and/or Management and/or a third party service hired by Landlord and/or Management may send non-commercial text messages to Applicant's cell phone or mobile device before and/or during any tenancy. Examples of text messages include but are not limited to rent due reminders and inspection notices. Applicant is not required to sign this agreement or agree to enter into this agreement as a condition of renting a home. This is an optional and additional way Landlord and/or Management may communicate a message to an Applicant or Tenant if Applicant becomes a Tenant. Applicant agrees to follow Landlords and/or Management's prescribed means of communication to Landlord and/or Management as set forth in the lease or any other documents and texting shall not be substituted by Applicant or Tenant for the prescribed means of communication to Landlord and/or Management. Landlord and/or Management shall not provide Applicant's or Tenant's cell number to any third party for the purposes of marketing any goods or services.

DISCLOSURE 1: Pursuant to Federal Fair Credit Reporting Act, 15.U.S.C. Section 1681, et seq., as amended by the Consumer Credit Reporting Reform Act of 1996 if the Owner denies you residency or asks for additional security deposit, advance rent or a co-signer based on the information obtained from this application you may request a copy of your credit report from the credit reporting agency within 60 days of your denied application for residency. An adverse action letter will contain numbers for the credit reporting source being used by BHHS Florida Properties Group.

DISCLOSURE 2: Pursuant to Florida law, the Florida Department of Law Enforcement (FDLE) is required to maintain a list of sexual predators and sex offenders to enable the public to request information about these individuals living in their communities. Tenants who deem this information material should contact FDLE toll free at 1-888-357-7332, via e-mail at sexpred@fdle.state.fl.us, or via the Internet at www.fdle.state.fl.us/sexualpredators.

DISCLOSURE 3: SCHOOL DISTRICTS At some point in the lease application process, you may be provided with information regarding the school boundaries for a particular property. Due to school overcrowding in certain areas, school boundaries are subject to change. As a result, the information available to the Owner and the Realtor may not be accurate or current, even though it appears to be from a reliable source. If this information is important to you, contact the local school board directly to verify the correct school boundaries for the particular property you are intending to rent prior to signing a lease.

DISCLOSURE 4: BHHS Florida Properties Group is not liable for any costs to tenant resulting from Foreclosure of Mortgage on rental property.