

EVALUATION FOR OCCUPANCY PROCESS

Thank you for your interest in one of our rental homes!

We conduct a comprehensive evaluation of Applications for Occupancy which consists of, but is not limited to, income verification, employment verification, any and all information from references, former owners, rental history and credit reporting services, department of motor vehicles, and governmental agencies. Each adult 18 years of age and older who intends to occupy the property must submit a completed application and be named as a tenant on the lease.

Income Level: Employment must be current and verifiable for a minimum of one (1) year. Verifiable annual income shall equal three (3) times the annual rent. Verifiable income shall be confirmed by employer, trust officer, tax returns, or other satisfactory documentation as required. If Applicant fails to meet the required income level, management may consider a cosigner on a case by case basis with approval from the property owner. Co-Signer must meet the required verifiable income level.

Credit History: Applications for Occupancy will be submitted to National Tenant Network (NTN) Arizona to determine acceptable credit worthiness. The NTN Decision Point Score shall be 80 or higher. Management may consider a co-signer on a case by case basis with approval from property owner if Applicant falls below acceptable NTN Decision Point Score. **ALERT: If you have a security freeze on your credit history, you must temporarily unfreeze it in order for us to process your application for occupancy.**

Criminal History Criteria: All Applicants must meet our Criminal History Criteria. Applicants who are registered sex offenders will be denied. Applicants must have no felony convictions less than 10 years old that involve violent crimes against persons or property, including but not limited to, murder, arson, kidnapping, assault, bomb related offenses, robbery or burglary, terrorism OR that involve the manufacturing or distribution of drugs in any manner. All other felony convictions must be more than 5 years old. Conviction of any drug related offenses involving possession only, or alcohol related offenses where no one was permanently injured or killed, must be at least 2 years old. Successful completion of any felony sentence at least 2 years ago and no new criminal activity for at least 2 years before this application is also required. No Applicant with any outstanding warrants or crime that is awaiting trial will be accepted.

YOU HAVE A RIGHT TO APPEAL. If the Applicant would like management to review additional information regarding any aspect of the information provided as part of their rental application, the Applicant is permitted to submit that information to management along with their application and Management will review that information on a case by case basis. All applications will be reviewed by Management with the property owner, when available, for final approval.

WIRE FRAUD IS REAL. Please be advised EMS Realty, Inc. does not accept wire transfers. See our attached Wire Fraud Advisory for more information.

PLEASE SUBMIT YOUR APPLICATION BY SECURE TRANSMISSION ONLY in order to protect your confidential information.

APPLICATION FOR OCCUPANCY

Document:
February 2013



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



1. Address of Rental Property Applying for: _____

APPLICANT PERSONAL INFORMATION

2. NAME: _____

3. Single Married Separated Divorced (date of decree) _____

4. EMAIL ADDRESS _____ TELEPHONE _____

5. SOCIAL SECURITY NUMBER _____ DATE OF BIRTH _____

6. DRIVER'S LICENSE / GOVERNMENT ISSUED ID NUMBER _____ STATE _____ EXPIRATION DATE _____

7. DESIRED DATE OF OCCUPANCY _____ DESIRED LENGTH OF LEASE _____

8. How did you hear about us?

9. Sign Our website Ad Referral: _____ Other: _____

EMPLOYMENT & BANK REFERENCES (Minimum one year verified employment required)

10. Current Employer: _____

11. Address: _____ City: _____ State: _____ ZIP Code: _____

12. Telephone: _____ How long?: _____ Start date: _____

13. Department/Position: _____ Approximate Monthly Gross Income: \$ _____

14. If you have been with your current employer less than one year, please complete the following:

15. Previous Employer: _____

16. Address: _____ City: _____ State: _____ ZIP Code: _____

17. Telephone: _____ How long?: _____ Date left: _____

18. Please provide a valid, enlarged copy of your current driver's license or government issued photo ID and your 2 most recent paystubs or proof of income.

20. Bank: _____ Branch: _____

21. Telephone: _____

22. Account Number (checking): _____ Account Number (savings): _____

23. Other Income: _____ (Indicate source & amount)

RESIDENCE HISTORY (Minimum one year required)

24. Current Rent/Mortgage Payment: \$ _____ How long?: _____ Own Rent

25. Current Address: _____

26. City: _____ State: _____ ZIP Code: _____

27. Landlord: _____ Telephone: _____

28. If owned, please provide mortgage company name and address:

29. Mortgage Company: _____ Telephone: _____

30. Address: _____

31. City: _____ State: _____ ZIP Code: _____

32. If you have been at your current address less than one year, please complete the following:

33. Previous Address: _____

34. City: _____ State: _____ ZIP Code: _____

35. How Long?: _____



Application for Occupancy >>

PERSONAL REFERENCES

36. 1. Name: _____ Relation: _____
37. Address: _____ Telephone: _____
38. 2. Name: _____ Relation: _____
39. Address: _____ Telephone: _____
40. 3. Name: _____ Relation: _____
41. Address: _____ Telephone: _____

DEPENDENTS/ADDITIONAL OCCUPANTS

42. Number of people who will occupy residence: _____
43. List occupants and their birthdates - CREDIT AND CRIMINAL BACKGROUND CHECKS WILL BE RUN ON EACH PERSON 18 & OVER.
44. Name: _____ Relationship: _____ D.O.B.: _____
45. Name: _____ Relationship: _____ D.O.B.: _____
46. Name: _____ Relationship: _____ D.O.B.: _____
47. Name: _____ Relationship: _____ D.O.B.: _____
48. [] Additional occupants, see attached.
49. Person(s) to notify in case of emergency and that you authorize to enter and take possession of your personal property in the event of
50. death, pursuant to A.R.S. §33-1314(F), disability or incarceration:
51. Name: _____
52. Address: _____ City: _____ State: _____ ZIP Code: _____
53. Phone: _____ Email: _____

PETS/SERVICE ANIMALS

54. Will you have pets? [] Yes [] No (assistive and service animals are not considered "pets")
55. Description of pets (recent photo required):
56. Breed: _____ Age: _____ Gender: _____ Weight: _____
57. Breed: _____ Age: _____ Gender: _____ Weight: _____
58. Will you have an assistive or service animal? [] Yes [] No (accommodation request required with application)

VEHICLE INFORMATION

59. Total Number of Vehicles (including company vehicles): _____
60. Vehicles:
61. Make: _____ Model: _____ Year: _____ Color: _____ Lic. Plate #: _____
62. Make: _____ Model: _____ Year: _____ Color: _____ Lic. Plate #: _____
63. Make: _____ Model: _____ Year: _____ Color: _____ Lic. Plate #: _____
64. Description of any other vehicles (boat, trailer, truck, recreational vehicle, etc.) you would like to keep on property:
65. _____
66. Prior written permission separate from this application must be obtained from management.

CREDIT AND BACKGROUND HISTORY

(ANSWER ALL QUESTIONS FOR YOURSELF AND FOR ANYONE WHO WILL OCCUPY THIS RESIDENCE)

67. Have you ever been evicted? [] Yes [] No
68. Has a notice of eviction ever been filed against you? [] Yes [] No If so, when: _____
69. Have you ever declared bankruptcy? [] Yes [] No If so, when: _____ Discharge Date: _____
70. Have you had two or more late rental payments in the past year? [] Yes [] No
71. Have you ever willfully or intentionally refused to pay rent when due? [] Yes [] No
72. Do you currently owe any monies to an apartment community or landlord? [] Yes [] No
73. Do you use illegal drugs? [] Yes [] No
74. Have you ever engaged in the distribution or sale of illegal drugs? [] Yes [] No
75. Have you ever been convicted, arrested or charged with any crime? [] Yes [] No
76. Please give detailed explanation(s), date(s), and names for any question answered 'Yes' above: _____
77. _____
78. _____
79. Do you have any outstanding warrants or anticipate any warrants for arrest? [] Yes [] No



ADDITIONAL INFORMATION

- 80. Have you or anyone in your household had, or do you presently have, bed bugs or other pest issues? Yes No
- 81. If yes, please explain: _____
- 82. **Please give any information that might help evaluate this application:**
- 83. _____
- 84. _____
- 85. _____

DEPOSIT TO HOLD AGREEMENT

- 86. In consideration of management holding this property for me, I agree to pay:
- 87. Earnest/holding deposit of a minimum of \$ _____ and
- 88. A non-refundable application fee of \$ 55.00 per person over 18 in CERTIFIED FUNDS ONLY*
- 89. *Additional fees will apply for non-U.S. residents and will vary according to current rates. IF YOU ARE A NON-US RESIDENT, PLEASE
- 90. CALL FOR CORRECT APPLICATION FEE AMOUNT BEFORE APPLYING. Non-resident application fee _____
- 91. The earnest/holding deposit is refundable if my application is not approved (14-day delay required for bank clearance of check). If my
- 92. Application is approved, the earnest/holding deposit is credited to the required move-in costs. IF APPLICANT SHOULD WITHDRAW
- 93. THIS APPLICATION WITHIN 7 DAYS AFTER WRITTEN NOTIFICATION OF ACCEPTANCE, a minimum of \$ _____
- 94. of the earnest/holding deposit WILL BE RETAINED in addition to the non-refundable application fee. **IF AFTER 7 DAYS OF**
- 95. **NOTIFICATION OF ACCEPTANCE, APPLICANT WITHDRAWS OR FAILS TO EXECUTE LEASE AGREEMENT, ALL EARNEST/**
- 96. **HOLDING DEPOSIT MONIES WILL BE FORFEITED. UNDER NO CONDITIONS WILL APPLICATION FEE BE REFUNDED.**
- 97. **Total deposits/fees submitted with application** \$ _____
- 98. I hereby authorize and instruct Owner/Broker/Property Manager to investigate the information supplied by me and to conduct inquiries
- 99. concerning my income, credit and character for the purpose of verifying and qualifying for this rental and any renewals thereof. I further
- 100. authorize the release of any and all information available from any reference, former owners, and credit reporting services, department of
- 101. motor vehicles, and governmental agencies. I hereby release and hold harmless all parties from liability for any damages that may result
- 102. from furnishing this information to its owners, its agents and others. NOTE: Copy of actual credit report will **not** be provided to applicant
- 103. by Owner/Broker/Property Manager.
- 104. Applicant acknowledges that Owner/Broker/Property Manager may not be able to complete a comprehensive evaluation of this
- 105. information prior to move-in. Owner/Broker/Property Manager reserves the right to verify application information after move-in and may
- 106. convert the proposed Lease Agreement to a month-to-month term or declare the lease irreparably breached and seek immediate eviction
- 107. if false or misleading information is contained in this Application. Applicant agrees to the terms of this Deposit to Hold Agreement. This
- 108. application is preliminary only and does not obligate owner or owner's representatives to execute a lease or deliver possession of the
- 109. proposed Property. Owner/Broker/Property Manager comply with federal, state and local fair housing laws and regulations.
- 110. **Unless otherwise agreed, I understand that the Brokerage, its Broker, its Agents, and employees are agents of and**
- 111. **represent the Owner in leasing this property.**
- 112.

(Applicant's Initials Required) _____
APPLICANT

- 113. By signing below, I acknowledge and accept the qualifying criteria and policies of the Owner/Broker/Property Manager by which my
- 114. application will be approved.
- 115. **This application must be signed by applicant.**
- 116. _____
^ APPLICANT SIGNATURE MO/DA/YR

117. **FALSIFYING INFORMATION ON THIS APPLICATION IS GROUNDS FOR REJECTION.**

FOR OFFICE USE ONLY

- 118. Agent Name: _____
- 119. Co-Broke? Yes No Exclusive? Yes No
- 120. Referred by: _____ At: _____
- 121. ACCEPTED Date of Written Notification: _____
- 122. REJECTED Date Denial Letter Was Sent: _____
- 123. NOTES: _____
- 124. _____



WAIVER AND RELEASE OF LIABILITY RELATED TO COVID-19

The CDC recommends that rental units remain empty for a period of time after the previous resident occupied the unit to give the coronavirus time to die off. Additionally, they recommend that the new resident completely sanitize the unit once they move in and wash their hands or use hand sanitizer throughout the move-in process because the virus is known to remain alive on surfaces for many days.

In consideration of the risk of injury or illness as a result taking possession of the home located at _____, _____, **Arizona**, _____ (the "Property") without waiting at least five days since the last occupant resided in the home, I, _____, hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into the waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Remediation, and do hereby release and forever discharge _____ (the "Owners/Landlords"), their property manager **EMS REALTY, INC**, affiliates, members, agents, attorneys, staff, heirs, representatives, successors and assigns, for any physical or psychological injury or illness that I may suffer as a direct result of my decision to take immediate occupancy of the Property and I assume all related risks, both known or unknown to me. I expressly agree to release and discharge Owners and Property Managers and all of its affiliates, managers, members, agents, attorneys, staff, heirs, representatives, successors and assigns, from any and all claims or causes of action and agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against the Owners for personal injury or property damage. To the extent that statute or case law does not prohibit release for negligence, this release is also for negligence on the part of the Owners, its agents, and employees. This agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. All parties agree that this agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within the Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this _____ day of _____, 2020

CAUTION: READ BEFORE SIGNING BELOW

Tenant

Tenant