

MWS PROPERTIES

APPLICATION AND RENTAL POLICY

(1 per Applicant)

Please remember, rental rates are subject to change unless the Rental Agreement / Lease has been signed.

Please mail or fax the first 3 pages of this application. Include Page 4 & 5 only if required! (See Item 8 below)

E-Mail applications will NOT be accepted!!

*** A FULL DEPOSIT IS REQUIRED TO HOLD ANY APARTMENT ***

In order to qualify for approval, each APPLICANT and/or each GUARANTOR must:

1. Be 18 years or older to sign a rental agreement. Owner/Management will not discriminate against any applicant by reason of their color, status, physical handicap, or any discrimination prohibited by law.
2. Please review *verifiable Rental History or Ownership* requirements for the property at which you are applying.
3. Show that your housing cost does not exceed 34% of gross income.
4. Must show a minimum of 18 months of verifiable employment at present job, or company, for income to qualify. All income sources, employment, personal references, personal character references, and credit rating will be verified for each applicant.
5. Must not have excessive debt which could adversely affect timely rental payments.
6. Must have a minimum of 6 lines of **active** credit established for at least 12 months.
7. Not have negative credit information or negative prior landlord references. We will reconsider a rejected application upon written submittal by the applicant explaining the negative references. Negative credit information may be disputed/corrected by contacting the credit agency giving the reference. Rent Guarantees do not replace bad credit.
8. **Rent Guarantee** may be required if income or job history requirements are not met. **Guarantor** must have signature **Notarized OR Witnessed** by an MWS employee. Guarantor must meet same requirements as prospective residents. Guarantor agreements are for duration of residency and can only be canceled with written approval from the owner or overall property manager.
9. Submit a completed application package, including this signed Rental Policy, Rental Application, and if required, a Rent Guarantee. We will not process applications until all information is provided.
10. **NO PETS** shall be brought on the premises except: small birds (max. of 4) or an aquarium less than 56 gallons. Reptiles are limited to a maximum of 2; mature length less than 14 inches, including tail. Rodents are limited to 2 permanent adults, or 1 rabbit, or 1 chinchilla. The maximum number of pets is **4** per apartment. If you will have **documented** Legal Guide, Signal, Companion or Service Animals, you **MUST** provide the appropriate documentation **at the time application is submitted!! NO EXCEPTIONS!** Due to the legal complexities of Companion Animals, we have an attorney evaluate the application. Please ask the manager for more information about Companion and Service Animals.
In addition, feeding of outside or feral cats is a material breach of this agreement. No pet sitting is allowed!!!! Any violation of this provision will be considered good cause for eviction.
11. **Expectations of Continuing Residents:**
 - A. Have a payment history with all charges paid in full and no more than three late payments. We may reconsider this item on proof of hardship with the provision that a guarantor agrees to pay us directly.
 - B. Have no written record of violating community policies or default of lease terms. We will reconsider rejected lease applications on written request except those apartments with damage exceeding reasonable wear and tear, apartments with pets, or apartments which violated Federal, State, County or City statutes or laws.
 - C. Not have a revocation of a Guarantor.

I acknowledge reading and understanding the above rental policy.

Applicant Signature: _____

Date: _____

Please Print Name: _____

MWS PROPERTIES

~Please Note: E-Mail Applications will NOT be accepted - Mail or Fax it in~

Apartment Community: _____ Apt. #: _____
(If known)

FOR OFFICE USE ONLY NOTES: _____

Date Rec'd: _____ Received By: _____ Appr'd.: _____ Initials: _____

APPLICATION TO RENT (Individual Application *required* from each *Adult* Occupant)

Apartment size needed: _____ Home needed by: _____ Latest Date: _____

Name: _____ Social Security Number: _____ Date of Birth: _____

Driver's License: _____ State: _____ Exp. Date: _____ Phone: () _____

Cell Phone: () _____ Email Address: _____

Present Address: _____ City/State: _____ Zip: _____

Date In: _____ Date Out: _____ Owner/Manager Name: _____

Owner/Manager Phone: _____ REASON FOR MOVING: _____

Reference Notes [For Office Use Only]:

Previous Address: _____ City/State/Zip: _____

Date In: _____ Date Out: _____ Owner/Manager Name: _____

Owner/Manager Phone: _____ REASON FOR MOVING: _____

Reference Notes [For Office Use Only]:

Previous Address: _____ City/State/Zip: _____

Date In: _____ Date Out: _____ Owner/Manager Name: _____

Owner/Manager Phone: _____ REASON FOR MOVING: _____

Reference Notes [For Office Use Only]:

Proposed Occupants	Name(s)	Birth Date	Name(s)	Birth Date
List all <i>NOT</i>	_____	_____	_____	_____
Including	_____	_____	_____	_____
Yourself	_____	_____	_____	_____

MWS PROPERTIES

Please remember to mail or fax ALL pages of application - NO E-mail applications accepted! ~

Apartment Community: _____

Applicant: _____

Are you a Butte College _____ or CSUC _____ student? Part _____ Full _____ time? Class Level? _____
Vehicle Make: _____ Model: _____ Year: _____ Lic. #: _____ Color: _____
Any other vehicles? _____ If yes, what kind? _____

Does anyone who will reside in the apartment smoke? YES NO (NO smoking is allowed in Lower Floor Apartments)

Will you have any animals in your apartment? YES NO If yes, what type? _____

Is your animal a: Companion Animal Service Animal Pet

If your animal is a companion animal or Service animal, you MUST provide the appropriate documentation for these animals **AT THE TIME APPLICATION IS SUBMITTED!**

Please ask the manager for more information about Companion and Service Animals.

Present Occupation: _____ Employer Name: _____

How long? _____ Supervisor's Name: _____ Phone: _____

Employer Address: _____

Expected Gross Income: \$ _____ per week / month / year (circle one)

Bank Name: _____ Branch Location: _____

PERMANENT ADDRESS REQUIRED FOR STUDENTS:

Address: _____ City: _____ State: _____ Zip: _____ Phone: () _____

IN CASE OF EMERGENCY, NOTIFY:

Name: _____ Address: _____

City/State: _____ Zip: _____ Phone: () _____

Relationship: _____ Mother's Maiden Name: _____

Applicant represents that all of the above statements are true and correct and hereby authorizes verification of the above items including but not limited to the obtaining of a credit report and agrees to furnish additional credit references on request. An Income Certification may be required of all Residents before occupancy, which shall be completed at the apartment community's office.

Applicant Signature: _____ **Date:** _____

Please Print Name: _____

MWS PROPERTIES

MWS PROPERTIES ~ PERSONAL GUARANTEE OF RENT & PERFORMANCE OF LEASE CONDITIONS

~ Please Note: E-mail Applications will **NOT** be accepted – Mail or Fax it in ~

Applicant: _____

Please submit this page ONLY if Guarantor is required as specified on page 1, item 8.

This Personal Guarantee must either be notarized or signed personally in front of an MWS Properties Staff person. If you fax your application, we must have the original Personal Guarantee before the Applicant can be given full approval.

Any modification of this document is not acceptable to MWS Properties.

Apartment Community: _____

Apt. #: _____ (If known)

Hereinafter, all references in this document to Apartment, Community, Property, and/or Owner shall refer to this apartment property.

The undersigned (guarantor) understands that Landlord would not approve the RESIDENT, rent the apartment, or continue to rent the apartment without this personal guarantee.

In consideration for Landlord accepting _____ ◀◀ **Please Print Applicant Name** as a Resident (herein after known as Resident), the undersigned hereby guarantees that:

Upon the failure of Resident to perform all conditions of the Rental Agreement and/ or attachments which include but are not limited to: payment of rent, payment of legal fees, damage or cleanup of any common area, damage and/ or cleaning fees in excess of Security Deposit, the undersigned will perform the same.

The rental agreement is a joint and several agreement and we understand that the management is not in a position to determine individual responsibility. **This guarantee is for the full amount of rent, damages, legal fees, etc.** (This can include rent through the end of the Lease if RESIDENTS fail to perform all conditions of the Lease.) All guarantors of the apartment have the same responsibility for the full payment, **not a pro-rated share.** (Any excess payments will be refunded.) Guarantor also agrees that should another guarantor settle a claim with the property, that guarantor shall have the right to pursue all legal remedies in an attempt to collect damages from other guarantors of this apartment. If any roommate does not have a guarantor, it is the responsibility of the RESIDENT to so notify their guarantor, not MWS Properties. In addition, in the event an action is brought to require performance of the above-stated conditions, the prevailing party may be entitled to recover reasonable attorney's fees and court costs. Any action which may be required will be held in the court of jurisdiction in the Chico area. **MWS Properties** is not obligated to send any deficiency notices while the resident(s) is in possession of the apartment. If the resident is on a fixed term lease and renews their lease, this guarantee will continue through the subsequent lease periods; including month-to-month rental agreements, as well as, conversion to month-to-month rental agreements.

Guarantor explicitly agrees that should there be any roommate changes, Guarantor hereby consents to the change and continues to accept financial responsibility as indicated above. It is up to the residents of the apartment to formally request roommate changes and to notify guarantor(s). MWS Properties does not select roommates, but does require them to meet our rental standards. Guarantor may not cancel this agreement during the initial lease period. **A written 90 day notice to cancel is required to allow for financial evaluation of the resident(s) for all month-to-month, and month-to-month rental agreement conversions.**

RENT PAYMENTS: As required by law: 1) You are hereby notified that a negative credit report reflecting on your credit report may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation. 2) Rent payments shall be made payable and delivered as follows: Rent is due on the 1st day of each month and must be received in the office, (NOT postmarked) by 5 p.m. on the 5th of the month, even if the office is closed! Rent is to be paid and delivered to the above named property at the on-site office; and as named on the rental agreement and addendums. 3) If the office is closed, there is a 24 hour drop box available at said location for your convenience. 4) Normal recurring Rent must be paid by One Check, Certified Funds, or Money Order per apartment. If rent is paid on or after the 16th of the month, rent must be paid **ONLY** by Money Order or Certified Funds. The exceptions are: Initial Move In, Rent Payments made by a public agency, and checks mailed directly to the apartment office by a non-local responsible party.

This is Page 1 of 2 of the "Personal Guarantee of Rent & Performance of Lease Conditions

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MWS PROPERTIES ~ PERSONAL GUARANTEE OF RENT & PERFORMANCE OF LEASE CONDITIONS

~ Please Note: E-mail Applications will NOT be accepted – Mail or Fax it in ~

Continuation of Personal Guarantee of Rent & Performance of Lease Conditions

Applicant: _____

Apartment Community: _____

Apt. #: _____ (If Known)

I have read the preceding terms and conditions and hereby agree to be bound by them. Furthermore, I agree to allow the agent for this property to complete credit check and income verification. I also agree that this guarantee can only be canceled with the written concurrence of Owner. "As required by law, you are hereby notified that a negative credit report reflecting on your credit may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation."

GUARANTOR INFORMATION

****NOTARY IS TO ATTACH JURAT IN THIS AREA OR GUARANTEE MAY BE SIGNED IN PRESENCE OF MWS PROPERTIES STAFF, WHO MUST CHECK I.D. & WITNESS SIGNATURE.****

Date: _____

I have reviewed and understand the current market rental rates for this property.

Signature of Guarantor: _____
(Must be notarized OR witnessed by a MWS Properties Staff Member)

◀◀Please Have Signature Notarized

Name: (Please Print) _____

Social Security #: _____ Driver's License #: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: () _____

Employer: _____

Address: _____

City/State/Zip: _____

Employer Telephone: () _____

Position: _____ Supervisor: _____

Gross Monthly Income: \$ _____ Length of Employment: _____

Monthly Housing Cost: \$ _____ Total Other Monthly Bills: \$ _____

*Witnessed By
MWS Staff Member:*

Date: _____

■ ■ For Office Use Only ■ ■

I accept this Guarantee and Agreement _____ Date Approved: _____

This is Page 2 of 2 of the "Personal Guarantee of Rent & Performance of Lease Conditions