



MILITARY APPLICANTS RESIDENT SCREENING GUIDELINES: EFFECTIVE JANUARY 1, 2017

Newport Landings, LLC and Landings Management, LLC are Equal Opportunity Housing Providers. We comply with the letter and spirit of the Federal Fair Housing Act as well as all applicable state and local housing laws which prohibit housing discrimination against persons based upon race, color, religion, sex, disability, familial status, national origin, age, sexual orientation, marital status, gender identity or expression, and victims of domestic violence or any other protected class. No otherwise qualified person will be denied housing or otherwise discouraged from obtaining housing at Landings because of his/her race, color, religion, sex, disability, familial status, national origin, age, sexual orientation, marital status, gender identity or expression, or if a victim of domestic violence.

The following Resident Screening Guidelines were established to ensure that all applicants are treated objectively and without bias.

APPLICANT(S): All occupants and guarantors qualified to execute a legally binding lease agreement are considered applicants. All applicants and occupants are required to be listed on the signed application and legally binding lease agreement.

A valid, verifiable social security number is required from each applicant. The preferred means of verifying a valid social security number is for a member of the Landings leasing team to view an authentic, non-laminated, social security card as issued by the Social Security Administration. Other acceptable forms of verification are: pay stubs, W-2 forms, 1099 forms, or original notarized employment letter.

An I-20 form or an Individual Tax Identification Number (ITIN) will be accepted for applicants without a valid, verifiable social security number. The preferred means of verifying a valid ITIN is for a member of the Landings leasing team to view an authentic, non-laminated ITIN card as issued by the Department of the Treasury, Internal Revenue Service.

APARTMENT AVAILABILITY POLICY: An apartment becomes available when a current Lessee provides a member of the Landings team with a written notice of intention to vacate the apartment. The existing Lessee has the right to rescind or postpone the intention to vacate notice at any time. In the event that a vacate notice is rescinded by the Lessee, the apartment previously available is no longer available.

Available apartments and rental rates are subject to change at any time and without notice. Apartments and the associated rental rates are considered rented and locked in when a reservation fee and completed application is provided to a member of the Landings leasing team. Incomplete applications will not be processed.

APPLICATION PROCESS: In order to apply for an apartment, each applicant must submit a completed, signed, and dated application along with a non-refundable application fee of \$50.00. In addition, a \$200.00 reservation fee will be required for a 1, 2, 3 & 4 bedroom apartment rental. The applicable reservation fee will be applied to the applicant's account. If the application is denied, the reservation fee will be refunded. If an application is rescinded by applicant after 72 hours of the initial time and date of application submittal, the entire balance on account will be forfeited.

In order for an application to be processed, each applicant will be required to provide information and/or documentation to the Landings leasing team. If any of the applicants applying for the apartment fail to provide the required information and/or documentation within 72 hours of the initial time and date of application submittal, the right to secure a particular apartment may be forfeited. Time is of the essence. Each application submitted for processing must include, but is not limited to, the following: household composition; valid, verifiable social security number, Individual Tax Identification Number, or I20 form; current and previous physical address (P.O. boxes will not be accepted); phone number(s); current and previous landlord information; employment/asset information; pet information, including a copy of the current rabies vaccination certificate and photograph; vehicle identification; emergency contact names, addresses and phone numbers. In addition, each military applicant must provide the Landings leasing team with a copy of their Permanent Change of Station (PCS) orders. The property's leasing team reserves the right to request any additional information deemed necessary to complete the processing of the application.

LEASE TERMS: Unless otherwise noted during special long term lease promotions periodically offered at Landings, an initial one year lease term will be offered to all military applicants that are or will be stationed for at least one year from the date of the commencement of the lease term at Naval Station Newport, the Naval War College, or any other location identified on the military applicants PCS orders. Applicants that will be assigned to the area for a period of less than one year will be able to obtain housing at Landings if they otherwise qualify based on these Military Applicants Resident Screening Guidelines and provided shorter term leases are available at the time of rental and move-in. Military applicants that are or will be, in accordance with their PCS orders, stationed in the area for less than one year will not be offered one year lease agreements.

RENTAL CRITERIA: Each applicant is reviewed and evaluated based on rental history verification, income & asset verification, credit history and a criminal background check. Application approvals and denials are made based on the following:

A. Rental History Verification: The most recent 36 month rental history must be provided. Each applicant is required to provide the name, address and telephone numbers for all current and previous landlords included in the thirty-six (36) month rental history. All rental history obtained will be evaluated. An applicant that has been evicted, owes rent to a previous landlord and/or has been sued for non-payment of rent, has been sued for damage to rental property, and/or has a negative verified rental history will be denied.

B. Military Applicants Income & Asset Verification:

1. Gross annual income must equal or exceed 2.75 times the annual rent; or
2. Total value of liquid assets* must equal or exceed 3 times the annual rent; or
3. Combined gross annual income and total value of liquid assets must equal or exceed 3 times the annual rent

The income and assets of each applicant, exclusive of guarantors, will be combined when determining if the income and asset criteria have been met.

*A liquid asset is money in bank accounts and investments that can be converted quickly to cash and be available to pay the debt of the applicant. Liquid assets include money in savings accounts, checking accounts (the average six (6) month balance will be used in determining the value of the asset), U.S. treasury bills, stocks, bonds, stock & bond mutual funds, certificates of deposit, money markets and certain trust funds.

Methods of income and asset verification include: third party verifications, recent pay stubs, employment letters on company letterhead, I-20 forms, and current financial statements.

C. Credit History: A credit report will be run on each applicant listed on the application.

An unsatisfactory credit report may result in the denial of the rental application. An unsatisfactory credit report is one that reflects past or current bad debts, late payments, liens, judgments, and/or bankruptcies that have not been discharged for at least 12 months.

Landings relies on rental scoring to determine the level of financial risk the community will assume if an apartment is leased to applicant. Copies of credit reports will not be distributed from Landings to applicant.

D. Criminal Background Check: A criminal background check will be run on each applicant. It is the interest and objective of Landings Management to preserve resident safety and protect property. During the criminal background assessment Landings Management will consider additional information that is relevant and mitigating to applicants with prior convictions. Applicants convicted of the illegal manufacture or distribution of a controlled substance as defined in section 102 of the Controlled Substances Act will be automatically denied.

E. Guarantors: Qualified guarantors may be accepted for applicants that do not qualify based on the income & asset criteria. A guarantor is not an option for applicants that have been denied as a result of rental history, credit history, or a criminal background check. Each guarantor is considered an applicant and is subject to a \$40.00 non-refundable application fee, as well as all of the rental criteria stated above except for a criminal background check. Each qualifying guarantor must be able to verify:

1. Gross annual income must equal or exceed 4 times the annual rent; or
2. Total value of liquid assets must equal or exceed 4.5 times the annual rent; or
3. Combined gross annual income and total value of liquid assets must equal or exceed 4.5 times the annual rent

Qualified guarantors are required to sign the lease agreement.

F. Corporate Applicants: Corporate applicants must submit all of the following:

1. A completed application signed by an officer of the company
2. A valid & verifiable EIN
3. Business credit report or bank and vendor references
4. Corporate lease addendum signed by an officer of the company

G. Future Resident List: Each applicant applying for the Future Resident List understands that the monthly rental rate and additional applicable fees in effect on the date and time of application are locked in for a period of three (3) months commencing on the earliest date of application(s). If applicant(s) is unable to move into an apartment at the community within this three (3) month period and applicant(s) still wishes to move into an apartment at the community then each applicant must complete a new rental application and pay an additional non-refundable application fee so that each applicant's rental application can be reprocessed and reevaluated for compliance with the communities Resident Screening Guidelines in effect on the date of the new application. The applicant's reservation fee will remain on the applicant's account and handled in the manner as outlined in the APPLICATION PROCESS section above. The new monthly rental rate will be the monthly rental rate being offered for the apartment type the applicant(s) is applying for based on the date of the new rental applications. The Future Resident List affords applicants an opportunity to lock into rental rates and complete the apartment search several months before the actual move. While Landings Management, LLC encourages applicants to take advantage of the Future Resident List they must also be provided with a level of certainty that the information provided on each applicant's rental application are current and accurate at the time of move in, thus the requirement for re-application after three (3) months. This information includes but is not limited to income verification, residence history, criminal background report, and credit report. If applicant wishes to be removed

from the Future Resident List at any time the reservation fee will be handled in the manner stated in the APPLICATION PROCESS section above.

Each Applicant's Initials

Date

H. MILITARY CLAUSE: The following military clause will be included in the lease agreement of all military members.

Certain tenants may have the right to terminate this Lease under Section 535 of the Servicemembers Civil Relief Act (SCRA). The right to terminate this Lease under the SCRA applies to:

- (1) Tenants on active duty as a member of the Army, Navy, Air Force, Marine Corp, or Coast Guard;
- (2) Tenants called to active service as a member of the National Guard for purposes of responding to a national emergency declared by the President and supported by Federal funds as authorized by the President or the Secretary of Defense for a period of more than thirty (30) consecutive days; and
- (3) Tenants called to active service as a commissioned officer of the Public Health Service or the National Oceanic Atmospheric Administration.

The right to terminate this Lease under Section 535 of the SCRA only applies if:

- (A) the Lease was executed by or on behalf of the Tenant who thereafter and during the term of the Lease enters active duty military service; or
- (B) the Tenant, while in active duty service, executed this Lease and thereafter receives military orders for a permanent change of station or to deploy with a military unit or as an individual in support of a military operation for a period of not less than ninety (90) days.

Tenants eligible for protection under the SCRA as set forth in the preceding paragraph may terminate a lease described in (A) and (B) of this paragraph at any time after the Tenant enters into military service, or any time after the date of the Tenant's military orders described in (B) of this paragraph. For purposes of (B), permanent change of station orders are those orders which are provided for and described in Section 5000B of the Joint Travel Regulation for Uniformed Service Members and Department of Defense Civilian Employees. Retirement from active military service is included within the scope of permanent change of station orders. Tenant agrees to immediately notify Lessor upon receipt of orders calling Tenant to active duty or deployment or permanent change of station.

To terminate this Lease in accordance with this Clause, the Tenant must deliver to the Lessor written notice of the Tenant's intention to terminate, including a copy of the Tenant's military orders. Oral notice by the Tenant of intent to terminate this Lease will not be effective. For month-to-month leases, termination under this Clause is effective thirty (30) days after the first date on which the next rental payment is due after the date on which notice is delivered. For all other leases, termination is effective on the last day of the month following the month in which notice is delivered. A co-tenant who is not Tenant's spouse or dependent has no right to terminate the Lease under this Clause. After Tenant vacates the premises, Lessor will return Tenant's security deposit, less lawful deductions. If Tenant paid rent to Lessor in advance, Lessor will prorate and refund the rent paid in advance for the period after the effective termination of the Lease within thirty (30) days of the effective date of termination.

In the event that this Clause conflicts with the SCRA or any state law, as they may from time to time be amended, this Clause shall be construed so as to conform to the SCRA or applicable state law.

RESIDENT SCREENING: Each applicant acknowledges that Newport Landings, LLC and Landings Management, LLC utilizes outside screening services to review each applicant's application. By submitting a completed rental application to any employee of these corporations each applicant consents to the use of such outside services. **Additionally, if an application is accepted it shall be considered a material breach of the terms of the lease and grounds for the initiation of an immediate trespass and ejectment (eviction) action if it is later determined that any information provided in the application is a misrepresentation or is otherwise untrue.**

Applicant Signature *Date*

Applicant Signature *Date*

Applicant Signature *Date*

Applicant Signature *Date*

Applicant Signature *Date*

Agent Signature *Date*