V Knight Properties

Email	Service@Knight.Properties
Phone	(888) 600-6777
Fax	(888) 600-6777
Mail	PO Box 266 Concord, CA 94522

APPLICATION TO RENT

Knight Properties "Application to Rent" forms are required from <u>EACH</u> applicant over 18 years of age who will be residing in the unit. Knight Properties "Application to Rent" form must be completed in its entirety, be signed by the Applicant, and be submitted with a \$35.00 application fee. Incomplete application(s) will **not** be processed by Knight Properties staff, nor will the Applicant be considered for the available unit. The unit will remain on the market.

PERSONALLY VIEW THE UNIT

Knight Properties does not rent units "sight unseen" and requires <u>EACH</u> applicant over 18 years of age who will be residing in the unit to personally view the unit prior to submitting an application for said unit. Applicants who have not viewed the unit prior to submitting an application will not be considered for the available unit by Knight Properties until they have personally viewed the unit.

RENTAL POLICY AGREEMENT

Knight Properties "Rental Policy Agreement" is required to be read and signed by <u>EACH</u> applicant over 18 years of age who will be residing in the unit. By signing the "Rental Policy Agreement," the Applicant is acknowledging having read the Rental Policy Agreement and is agreeing to abide by Knight Properties rental policies, procedures, and the terms set forth therein.

CREDIT CHECK/PROCESSING FEE AND VERIFICATION POLICY

Please be advised that Knight Properties will obtain, on behalf of the owner, a credit report for <u>EACH</u> applicant over 18 years of age who will be residing in the unit. By signing the "Application to Rent" form and "Rental Policy Agreement," the Applicant is agreeing to reimburse Knight Properties for all credit report(s) run on Applicant's behalf and Applicant authorizes Knight Properties and/or agent(s) to obtain credit report(s), to contact Applicant's present and previous employer(s), bank(s), personal reference(s) and Applicant's present and previous landlord(s).

Applicant agrees to reimburse Knight Properties for any and all bank charges, or any fees incurred due to the payment on a check or money order being intentionally stopped or returned due to insufficient funds.

Knight Properties uses an outside agency/vendor for the processing of all application packages. Generally, during normal business hours, the credit report is obtained within one (1) hour after processing has begun. The lengthiest part of the application process is reference verification, so, if Applicant knows that one or more of their references may be difficult to contact, please let Knight Properties know in advance or perhaps provide alternate contact telephone number.

Additionally, if there is anything negative on the Applicant's credit history or if Applicant's employer, present, and/or previous landlord(s) would not recommend the Applicant as a resident, then please provide a detailed explanation with the completed application package.

Knight Properties requires a payment of \$35.00 per Applicant, which is to be used to screen Applicant with respect to credit history and other background information and to off-set a portion of the costs associated with the processing of the Applicant's application. The amount charged is itemized as follows:

- Actual cost of credit report, unlawful detainer (eviction) search, and/or other screening reports = \$25.00
- Cost to obtain, process, and verify screening information (may include staff time and/or other soft costs) = \$10.00
- Knight Properties per Applicant processing fee = \$35.00

Please Note: California State Law states that the total fee charged for tenant screening may not exceed \$44.51 per applicant.

- If an actual credit report has been processed for the Applicant, the credit check(s) fee will not be refunded for any reason.
- If an actual credit report has not been processed for the Applicant, the credit check fee (if paid by check or money order) will be refunded in full within ten (10) business days from the date of deposit into the Knight Properties Account.

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Applicant should note that the Knight Properties and the building ownership participate in a national credit reporting service and information about the Applicant's tenancy may, from time to time, be reported.

QUALIFICATION STANDARDS

Knight Properties reviews three (3) areas of the completed Application Package during the qualification process - Credit History, Rental History and the Ability to Pay Rent.

To qualify for the Available Unit with Knight Properties, Applicant must have a minimum of:

- Two (2) years established credit history in good standing
- Two (2) years verifiable references from present and previous landlord(s)
- For the first applicant, three times (3X's) the monthly rental rate in verifiable gross income. If two (2) people will occupy the unit then the combined income must be four times (4X's) the monthly rental rate (and if three (3) people will occupy the unit, the combined income must be five times (5X's) the monthly rental rate, etc.). All income must be verifiable and must have been stable for at least six (6) months or longer.

Proof of Employment may be established by providing the last two (2) consecutive pay stubs when an employment reference or department does not verify employment or salary earnings.

Proof of Income may be established by providing a copy of the offer letter of employment from the Applicant's new company or by providing bank statements with balances equivalent to or greater then the gross income requirements listed above.

CURES

If the Applicant does not meet the above qualification standards, in some cases, the following cures may be used at the sole discretion of Knight Properties ONLY.

Guarantors/Co-Signers, in some cases, may be used to cure negative credit, insufficient gross monthly income (within \$1,000.00 of required amount), little or no rental history, or lack of stable income for six (6) months or longer.

A Higher Security Deposit amount, in some cases, may be used to cure negative credit, insufficient gross monthly income (within \$1,000.00 of required amount), little or no rental history, or lack of stable income for six (6) months or longer.

If the Applicant is offered the unit by Knight Properties with a cure for any reason based on the application package submitted and does not accept the unit with the offered available cure, this will be considered a breach of the Rental Policy Agreement and Knight Properties policies regarding the Holding Deposit stated above will be enforced. <u>Therefore, if the Applicant knows they have</u> something derogatory in their application package, please be prepared to pay a higher security deposit or provide a guarantor. <u>Applicant(s) should not submit an application unless they are certain they want the unit.</u>

BANKRUPTCY, EVICTIONS, JUDGMENTS AND THE LIKE

Bankruptcy - may be cured with a guarantor or higher security deposit if the bankruptcy has been discharged or has occurred at least seven (7) years ago and all current obligations have been paid in a timely manner. If the bankruptcy has taken place within the last seven (7) years and the Applicant will be living alone, the Applicant will not qualify for a unit with Knight Properties.

Eviction - The <u>ONLY</u> eviction that will be permitted by Knight Properties is eviction by "Owner Move-In" – for all other evictions, Applicant will not qualify for a unit with Knight Properties.

Judgments - If Applicant has any judgment(s), Applicant will be required to pay the judgment amount in full and provide proof of payment and may be required to provide a guarantor and/or higher security deposit amount.

GUARANTOR QUALIFICATION POLICY

To qualify as a Guarantor for an Applicant with Knight Properties, Guarantor must have five (5) years excellent to good credit history – Guarantor will not qualify as a Guarantor with a negative credit history. Additionally, Guarantor must have at least five times (5X's)

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the monthly rental rate in verifiable gross income. All income must be verifiable and must have been stable for at least six (6) months or longer.

FIRST MONTH'S RENT POLICY

The first (1^{st}) month's rent will be due and payable at the time the tenancy agreement is signed and is a pro-rated rental amount based upon the tenancy agreement start date. Payment for the first (1^{st}) month's rent must be paid by certified funds (cashier's check or money order) **ONLY**, made payable to Knight Properties within three (3) business days of approval of the Applicant's application.

Applicant agrees that the Tenancy Agreement will commence on a date no later than three (3) business days from the date of verbal approval by Knight Properties.

SECURITY DEPOSIT POLICY

Knight Properties standard security deposit is *generally* equal to one and one-half times the monthly rental rate which will be due upon execution of the Tenancy Agreement and must be paid in full and by certified funds (cashier's check or money order) **ONLY**, made payable to Knight Properties. The security deposit is not to be used as last month's rent.

ACCEPTANCE OF APPLICATION/VERBAL APPROVAL/LEASE SIGNING

If Knight Properties approves Applicant, Applicant agrees to execute Knight Properties Tenancy Agreement and all incorporated addenda for the premises within three (3) business days of verbal approval and agrees to pay the first (1st) month's pro-rated rent and security deposit (minus the Holding Deposit already paid). Applicant agrees that ALL parties to the Tenancy Agreement [excepting any Guarantor(s)] be present together at one specified time during Knight Properties normal business hours which are Monday through Friday 9:00 a.m. to 5:00 p.m. to sign the Tenancy Agreement. Applicant(s) understand that Knight Properties will not perform Tenancy Agreement signing via fax, mail, email or overnight service.

Applicant understands that if Applicant does not execute Knight Properties Tenancy Agreement within three (3) business days of verbal approval, Knight Properties may put the unit back on the market.

OFFERS

Should Applicant desire to place an offer on an available unit, said offer must be in writing and submitted with the completed application packet. Knight Properties will review the offer **before** processing the application and will contact the Applicant of the results of the offer. *Please note* that the entire application packet must be submitted with the offer - prior to any negotiations taking place. Offers requested after approval of the application will be declined.

DENIED/DECLINED POLICY

Should the Applicant's application be declined for any reason, the Applicant will be notified by telephone and in writing via email to the current email listed on the application. Applicant's Holding Deposit monies will be returned via regular mail within ten (10) business days from the date of deposit into the Knight Properties Account.

LEGAL ACTION

Note that a binding rental agreement will be subject to Knight Properties acceptance of Applicant's application packet, and subject to Knight Properties and Applicant entering into Knight Properties Tenancy Agreement. However, this Rental Policy Agreement will be binding upon execution by Knight Properties and Applicant. If any legal action or proceeding is brought by either party to enforce any part of this Rental Policy Agreement, the prevailing party will recover, in addition to all other relief, reasonable attorneys' fees and costs.

EQUAL HOUSING OPPORTUNITY

We do Business in Accordance with the Fair Housing Act. (The Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988).

IT SHALL BE ILLEGAL TO DISCRIMINATE AGAINST ANY PERSON BECAUSE OF RACE, COLOR, RELIGION, SEX, (PHYSICAL OR MENTAL) DISABILITY, FAMILIAL STATUS (HAVING ONE OR MORE CHILDREN), OR NATIONAL ORIGIN

• In the sale or rental of housing or residential lots

- In advertising the sale or rental of housing
- In the financing of housing
- In the appraisal of housing
- In the provision of real estate brokerage services
- Blockbusting is illegal

Anyone who feels he or she has been discriminated against should send a complaint to: U.S. Department of Housing and Urban Development Assistant Secretary of Fair Housing and Equal Opportunity Washington, D.C. 20410

APPLICANT HEREBY ACKNOWLEDGES HAVING READ THE FORGOING INFORMATION AND HEREBY MAKES AN APPLICATION FOR UNIT AND AGREES TO THE ALL TERMS AND CONDITIONS HEREIN:

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Signature	Date

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