



**MILITARY APPLICANTS
RESIDENT SCREENING GUIDELINES: EFFECTIVE SEPTEMBER 30, 2009**

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): Each applicant must be at least 18 years of age and qualified to execute a legally binding lease agreement. All persons age 18 and older are considered applicants (dependents of applicants, exclusive of guarantors, are excluded). 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.

OCCUPANCY STANDARD: As recommended by the Department of Housing and Urban Development, the maximum number of occupants in an apartment is limited to two (2) persons per bedroom.

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 \$30.00. Applicant's that rescind their application with Landings after the application is submitted or are denied acceptance to Landings will not receive a refund of the paid application fee(s). In addition, a \$150.00 reservation fee will be required for a 2 bedroom apartment rental and a \$300.00 reservation fee will be required for a 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. Once the application has been approved, the balance of the entire reservation fee, which equates to one months rent, is due and payable within 7 days of application acceptance or at the time of move-in, whichever is sooner. 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; date(s) of birth for all occupants; current and previous physical address (P.O. boxes will not be accepted); phone number(s); current and previous landlord information; employment/asset information; vehicle identification; description of pets; 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, W-2 forms, 1099 forms, 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. For more information on rental scoring, each applicant is encouraged to read the attached document called *Rental Scoring & Your Rental Application*. If an applicant is denied occupancy as a result of poor credit history the applicant will be given the name, address, and telephone number of First Advantage SafeRent, the provider of credit reports to Landings. Copies of credit reports will not be distributed from Landings to applicant.

D. Criminal Background check: After each applicant passes the credit history criteria a criminal background check will be run on each applicant. Negative information associated with a criminal conviction against persons, property, society and/or children and/or any drug or gang related crime will result in an automatic denial.

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 \$25.00 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

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

If Tenant or a member of Tenants household/family (living in the apartment) is a Member of the United States Armed Forces (hereinafter “military personnel” or “servicemember”) Tenant may terminate this lease subject to the following conditions: 1) The servicemember provides Landlord with a copy of the military orders for a permanent change of station or to deploy for not less than 90 days; 2) Written notice is provided to Landlord with the effective date of termination to be the last day of the month following the month in which the notice is given; and 3) In no event may the effective date of termination be prior to the servicemember’s change of station or deployment. NOTE: Retirement or discharge from military service is not a basis for termination of Tenant’s lease. In the event of any conflict between the language of this clause and the Soldiers and Sailors Civil Relief Act or any State law, and as they may from time to time be amended, this clause shall be construed so as to conform to said Act or law. Paragraph number 35 of this lease will not apply if Tenants comply with the conditions of this clause.

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 ejection (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 *Date*

Agent Signature *Date*