

Rental Criteria & Application Approval Requirements

Hallmark Residential Property Management, LLC. is committed to equal housing and we fully comply with the Federal Fair Housing Act (FFHA) and the Fair Credit Reporting Act (FCRA). We do not discriminate against persons because of race, color, religion, sex, handicap, familial status, national origin, age, sexual orientation or gender identity. We comply with all stat and local fair housing laws. We offer application forms to everyone who requests it.

Please review the following information **carefully** as it will set the right expectations for our rental criteria, application process and tenant selection criteria. It is imperative that you are made aware of and fully understand our screening process.

Approval is based on the following factors:

- Identification
- Income Verification
- Employment Verification & history
- Rental/Residence History and Verification
- Credit
- Criminal Background & Terrorist Database check
- Pet criteria

Identification Requirement

All applicants must provide a copy of their valid driver's license or current Government issued photo identification. This copy must be legible. Non-United States citizens will need a valid passport or

Government issued identification as well as a visa valid through the duration of the proposed lease agreement.

You will be required to upload this item prior to submission of the application.

Income & Verification of Income Requirements:

Applicants must have income of a minimum of three (3) times the rent in unbiased, verifiable, gross monthly income. Acceptable methods of income are: the last three (3) most recent pay statements/pay-stubs. If you do not receive pay statements or pay-stubs, we will consider current tax returns, a statement or offer letter from your employer on their company letterhead.

**** Please be advised that any "verification fees/costs" required by the employer, must be paid by applicant to their employer directly.**

Married couples may use combined income to satisfy the requirement of three times the rent however they must submit separate applications as described above. Roommates (anyone not legally married) must qualify separately and owner approval is needed.

Active duty military applicants must submit a copy of their current orders and LES statement.

If you are self-employed, your income must be verifiable through a CPA prepared financial statement or a copy of current and previous tax returns filed with IRS and two most current bank statements.

Employment Requirements

Applicants must have permanent employee status (not temporary or probationary) with their current employer.

Applicant's employment history should reflect at least six months with your current employer **in San Antonio** or a verification of transfer and six months with the same employer or demonstrate continued employment in the same field or trade within the previous 12 months. Recent college, university, or trade school graduates may provide a copy of a diploma and a copy of the employment contract or employment letter.

Rental/Residence History & Verification

We require verifiable residence history for the last three to five consecutive years. If the current property was owned, we will verify through mortgage listed on the credit report. We do accept base housing as verifiable residence history.

CREDIT REQUIREMENTS

We will obtain a copy of your credit report. This is not something that you can provide to us.

- Credit card records showing occasional late payments of no more than 30 days *may* be acceptable,

provided you can justify the circumstances.

- Payments past due 60 days or more in the last 24 months may be cause for denial of application.
- We must deny approval if you have filed for bankruptcy or foreclosure within the past 24 months. Any bankruptcy must have been discharged at least one year prior to the date of your application.
- Unpaid, non-medical collections within the last 2 years will result in the denial of your application.
- Outstanding debt to any property management company or landlord will result in denial of your application, including any eviction judgements and collection activities.

Criminal, Sex Offender & Terrorist Database check

Hallmark Residential Property Management, LLC. abides by the principals of equal opportunity and welcomes all responsible renters into our homes. We check Criminal, Sex offender and Terrorist databases for ALL occupants 18 year of age and older.

If you have a felony conviction within the last ten years that involves: manufacturing or distribution of a controlled substance, felonies resulting in bodily harm (such as but not limited to murder, rape, arson, aggravated assault), damage/destruction of property or a sexually offence of any natures, your application will be denied.

We do not rent to any person required to register as a sex offender.

RENTAL CRITERIA FOR PETS

Pets have an additional application charge which is administered through a third-party screening. The first pet is \$20 to register and additional pet(s) are \$15. This is a non-refundable fee. No fees shall apply to service animals. After your rental application and supported documents have been received by our office we will contact you to provide the link for the pet application to be done.

The following guidelines apply to pets:

- Many insurance companies do not allow certain particular breeds (mixed or purebred). Therefore dogs will be rejected if they are fully or partially of the following breeds or appear to be of the following breeds: Staffordshire Terriers (Pit Bulls), Doberman Pincher, Rottweiler, Akita, Chowchow, Presa Canario, Husky/Alaskan Malamute, any of the Russian Shepherds, Dalmatians, German Shepherd, Great Dane, or St. Bernards.**
- Pet policies are strictly enforced, and any breach will be grounds for termination of your lease.**
- Tenants will be evicted for misrepresenting the breed of their dog or for the possession of poisonous, dangerous, or illegal pets, or endangered species.**
- A minimum \$500 pet deposit per pet is required with a signed Pet Agreement and at a minimum**

\$200 of each pet deposit is non-refundable.

- **All birds must be confined in cages and not allowed to reside outside their cage.**
- **No ferrets, reptiles or rodents of any kind are permitted as pets. Fish tanks & Aquariums larger than 20 gallons capacity are not permitted.**

Service Animals are not classified as pets and are exempt from certain requirements.

EXAMPLES OF REASONS FOR DENIAL

- **If you failed to give proper notice when vacating a property.**
- **A credit score of less than 500**
- **If previous landlord(s) would be unwilling to rent to you again for reasons pertaining your behavior; your family member's, guest's or other invitees; your pets; or others allowed on the property during tenancy.**
- **If you have an unpaid collection filed against you by a property management company or previous landlord.**
- **If you have had three or more late payments of rent within a 12-month period.**
- **If an eviction has occurred within the past six (6) years.**

- If you have received a recent 3-day notice to vacate.
- If you have had two (2) or more NSF checks or NSF ACH (automatic clearing house) transactions within the last 12-month period.
- If you have allowed person(s) not on the lease to reside on the premises in violation of the terms of your lease.
- Failure to provide accurate or complete information on the application form
- Your monthly (gross) income is less than three (3) times the rent amount.
- If you have filed for bankruptcy or foreclosure within the past 24 months.
- Any bankruptcy has not been discharged at least one year prior to the date of your application.

Applicants should satisfy any concerns regarding sex offenders and crime statistics in any area where they might consider residing. The information is available free of charge at the following sites:

- <https://records.txdps.state.tx.us/SexOffenderRegistry>
- <https://www.neighborhoodscout.com/neighborhoods/crime-rates/>

Additional Information of Importance

Application fees are NON-Refundable

Once applicant(s) are informed they are qualified to lease the intended property, the lease must be **signed within 24 business hours** and have a commencement date of **no more than two weeks of the date of approval.**

The security deposit & \$95 administrative fee (non-refundable) is due within 48 business hours.

A FULL month of rent will be due regardless of what day of the month the move in will fall.

The second month's rent payment will be prorated and reflect the amount of days that the property was occupied the prior month.

Hallmark Residential Property Management conducts periodic evaluations of the interior and exterior of the occupied property every 4 to 6 months. These visits consist of a written report and photos that are provided to the homeowner.

Tenants are required to maintain a property damage Liability Insurance policy with a minimum of \$100,000 per occurrence for damage to both Landlord's and third parties' property with the provisions covering at least the perils of fire, smoke, explosion, accidental water discharge and sewer backup. Tenants are required to name Hallmark Residential Property Management, LLC as an "interested party".

This policy must be maintained throughout the duration of the lease. Proof of this policy will be required prior to move in. Keys will not be released until proof has been satisfied.

There is **NO SMOKING** permitted inside any of the homes which includes garages.

Hallmark Residential Property Management, LLC. will likely place a lockbox (with key inside) and 'for lease' sign in the yard during the last thirty (30) days of your residency. This is to allow for marketing and showings of the property for the next tenant.

Hallmark Residential Property Management, LLC. has a ZERO TOLERANCE in regard to rent collection. Rent is due the 1st of each month and is late the 3rd of each month. Late fees begin midnight on the 3rd of the month and will continue to accrue until paid. If rent has not been paid by that point, late fees will be applied with no exceptions. We encourage all tenants to pay via our online system for the most secure and traceable method of payment.

Non-Disparagement / Representations

OWNER, TENANT and PROPERTY MANAGER mutually agree, that as additional consideration, specifically the mutuality of this clause, each is prohibited from making disparaging remarks/statements or publications regarding the other to any third party, internet, web-based, cloud based, or "review" type publication site, effective the date of this agreement. This provision relates to remarks/statements/publications/opinions/evaluations or any other thought process reduced to writing regarding: (1) this agreement; (2) any parties' performance under this agreement; (3) the lease agreement to which this provision is an addendum to; (4) any duty or obligation or action of or by the property manager that relates to or touches upon the management of this property. If any dispute arises regarding whether any remark, statement, or publication is disparaging, the parties agree that for purposes of this provision, expressly including the enforcement of this provision detailed below, that any remark, statement, or publication shall be irrefutably deemed disparaging if: (1) the other party requests, in writing, that the writing/publishing party remove the remark and/or publication; and (2) the remark and/or publication is not removed within 72 hours of said requests. OWNER, TENANT, and PROPERTY MANAGER mutually agree that damages for failure to comply with this provision shall be liquidated at three hundred dollars per day for each remark/statement/representation that is disparaging or is not removed within 72 hours of request to remove said remark/statement/representation. OWNER, TENANT, and PROPERTY MANAGER further agree that enforcement of this provision is appropriate through a temporary restraining order and/or

injunctions and permanent injunctions, notwithstanding any rights under the First Amendment to the United States and/or Texas Constitutions or other codified statute, regulation, or code and that any party who prevails on enforcement of this provision, whether for monetary damages or injunctive relief is entitled to recover attorney fees against the other. The parties to this agreement agree that this provision shall survive the termination, expiration or cancellation of the lease and this agreement is enforceable at any time should any party publish a remark/statement/publication or other writing which is subject to this provision.

Venue – OWNER, TENANT, and PROPERTY MANAGER expressly submit to the jurisdiction of the State of Texas and agree that venue in any litigation touching or concerning this agreement shall be proper ONLY in Bexar County, Texas.