

## **Rental Application Policy**

Thank you for applying with PMI for your housing needs. In order to best serve you, we feel it is imperative that you are made aware of, and fully understand our application policies and procedures.

Each adult over the age of 18 years needs to submit an application. The Application Fee is \$65 per adult and it is non-refundable.

Before you apply, read the following information carefully concerning the approval process. If you have any questions, contact our Leasing Coordinator at 317-572-7036 during business hours, Monday to Friday 9am to 5pm.

PMI fully complies with the Fair Housing Law. We do not discriminate against persons because of race, color, religion, sex, handicap, familial status, national origin or age. We also comply with all state and local fair housing laws. Approval is based on Seven factors:

- 1. Identification Verification
- 2. Credit History & Verification
- 3. Rental History & Verification
- 4. Income History & Verification
- 5. Employment History & Verification
- 6. Criminal Background & Terrorist Database Search (Addendum Attached)
- 7. Pet Criteria (Addendum Attached) "Petscreening.com Pet Profile"

Please read this document carefully before signing. It is the policy of this management company that applications must be completed, and all fees paid prior to submission for consideration. All completed applications are processed on a daily basis (Mon-Fri). All approved applications for the same property may be submitted for final decision.

#### An application will contain:

- 1. Signed Rental Application Policy and Procedures Form
- 2. PMI Residential Lease Application; (One for each individual 18 years and older)
- 3. \$65 Application fee for each PMI Residential Lease Application submitted
- 4. Valid Driver's License or other Photo ID for each Residential Lease Application submitted
- 5. Verifiable Proof of Income (2 months of paystubs or last year's of tax return if self-employed/1099)
- 6. Completed Pet Screening Profile; Pet Screening Profile

### **General Rental Criteria**

#### **Good Rental History:**

No Evictions unless you have verifiable documentation of landlord irresponsibility. No history of any damage to the residence, or an outstanding balance due to a previous landlord. If you have no prior rental history then you may need to have a qualified cosigner - the cosigner must be a resident of Indiana, have a good credit history and be willing to sign the lease.

#### Verifiable Gross Income:

Minimum of three times the rent charged on the residence.

#### Criminal Background Check:

Residency may be denied due to criminal history

#### **Credit History:**

Credit history must show that the resident has paid bills on time and does not have a history of debt write-offs or accounts that have gone into collection. Residency may be denied due to poor credit history. Contingent on your credit score, an additional Security Deposit may be required. All lease holder's credit scores are considered.

#### Maximum Occupancy:

Please note that these are the maximum number of occupants who may occupy homes with the number of bedrooms noted:

Efficiency - 2 Occupants 1 Bedroom - 3 Occupants 2 Bedrooms - 5 Occupants 3 Bedrooms - 7 Occupants 4 Bedrooms - 9 Occupants 5 Bedrooms - 11 Occupants

Resident Liability Insurance: PMI requires you to have Resident Liability Insurance.

**Resident Benefits Package:** PMI offers an excellent Resident Benefits Package that includes filter replacement, credit reporting, rewards powered by Pinata, and other benefits. There is a mandatory monthly charge for these services.

**Non-Disparagement Clause:** You will be required to sign a Mutual Non-Disparagement Clause with your lease. This Clause protects yourself and PMI from disparaging comments, verbally or in writing that could be injurious to business, reputation, property or disparaging comments which are false.

#### Upon Approval:

The applicant(s) will be notified by phone, email or both. Once your application has been approved, you will have 24 hours to submit the required Security Deposit & NON REFUNDABLE Document preparation fee to secure the property. Once the Security Deposit & NON REFUNDABLE Document preparation fee have been

received, you will have 24 hours to sign the lease once it has been sent to take the property off the market. If the lease is not signed within the allotted time PMI reserves the right to process the next application received or consider any other approved applications.

**Property Condition**: Applicant is strongly encouraged to view the Property prior to signing any lease. Landlord makes no express or implied warranties as to the Property's condition. Should Applicant and Landlord enter into a lease, Applicant can request repairs or treatments, but does not guarantee approval of these repairs or alterations.

**Sight Unseen Addendum:** If any lease holders have not physically seen the property prior to a lease being signed, a "Sight Unseen Addendum" will be required to be signed by all lease holders.

**Document Preparation Fee**: There will be a one-time document preparation fee of \$100 charged and it will need to be paid at the time of your security deposit. This fee is NON REFUNDABLE.

**Lockbox Move-in Convenience Fee:** A fee of \$25 is charged for the convenience of having a lockbox located on the property at the time of move to allow you to have a more convenient move-in process with regards to the transfer of keys.

PMI is an Equal Opportunity Housing Company. Our staff members adhere to a strict Code of Ethics, and to the Federal Fair Housing Law.

### **Privacy Notice**

You have chosen to do business with PMI and we are obligated to honor the relationship with great care, beginning with the confidential information that may come into our possession during the course of your transaction with us. We believe that your privacy should not be compromised and are committed to maintaining the confidentiality of that information.

You can be assured that we are respecting your privacy and safeguarding your "nonpublic personal information." Non-public personal information is information about you that we collect in connection with providing a financial product or service to you. Nonpublic personal information does not include information that is available from public sources, such as telephone directories or governmental records.

We collect personal information about you from the following sources:

- Information we receive from you on applications or other forms
- Information about your transactions with us
- Information about your transaction with non-affiliated third parties
- Information we receive from a consumer-reporting agency

We respect the privacy of our customers, and we will not disclose nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic personal information about you to those employees who need that information to provide products to you.

We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

We want our customers to understand our commitment to privacy in our use of customer information. Customers who have any questions about the Privacy Policy or have any questions about the privacy of their customer information should call PMI.

### Pet Policy

We understand that a pet plays a significant part in many people's lives, so we strive to allow most animals in most of our rental properties. Please make sure to ask if the property that has caught your eye accepts pets. Pet Screening Profiles are required for all animals looking to be accepted in one of our properties.

If you have several pets, please call to make sure that we have a property suitable for a large number of animals. Regardless of prior consent, PMI reserves the right to have any pet removed from the property if it is determined that the pet poses a threat to the safety or condition of the property or any people in the property or the community.

• The maximum number of pets permitted in any given unit is 4.

PMI charges a pet fee each month for each of your animals. The term "pet fee" is simply rent you will pay for the allowance of your pet to occupy the rental unit with you. Pet fees are charged on a monthly basis and are paid with your rent. The charges for pets are based on the screening criteria, and are affected by type, breed, size, weight, gender, and history, among other factors.

- Pet fees range from \$20 to \$60 per pet, depending on their screening profile.
- All fish tanks 20 gallons and over require a \$10 monthly fee
- All caged animals, including guinea pigs, mice, hamsters, lizards, etc. require a \$10 monthly fee.

A one time, non refundable pet initiation fee is required at the time of the execution of a pet agreement.

- Dogs and Cats are \$100 per pet
- Caged animals and fish tanks are \$50 per cage / tank.

All pets must be screened and have a valid registration. PMI uses a partner, petscreening.com, to maintain pet data and registrations. A yearly registration renewal will be required for each pet at the tenant's expense.

The tenant may not keep any pet on the Property unless specifically authorized by this agreement. "Pet" includes any animal, whether mammal, reptile, bird, fish, rodent, or insect. Any pet that is considered poisonous is prohibited. The tenant cannot maintain exotic animals or livestock in the rental home, grounds, or community property. The breeding of privately owned animals is prohibited.

Any damage to the leased property caused by a pet or an aquarium leak must be immediately reported to the landlord, and immediately repaired at the tenant's expense (including but not limited to stained carpets, broken window shades or blinds, and scratched or chewed cabinetry or trim). Tenant will pay all reasonable costs that are necessary to clean, deodorize, deflea, or repair any part of the Property, including but not limited to the carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, sod, yard, fences, or landscaping. The tenant must protect all carpeting from odor, infestation, and staining by cleaning it annually. The landlord reserves the right to inspect the property, with proper notice, to assess compliance with all pet policies.

#### PET RULES: Tenant must:

- (1) take all reasonable action to ensure that any pet does not violate the rights of other persons;
- (2) comply with all applicable statutes, ordinances, restrictions, owners' association rules, and other enforceable regulations regarding any pet;
- (3) keep the rabies shots of any pet current;
- (4) confine any pet that is a dog or cat, when outside, by fences or on leashes under Tenant's control;
- (5) always confine any pet other than a dog or cat in appropriate cages;
- (6) promptly remove any pet waste from the Property, including all living areas, garages, storage areas, yards, porches, patios, courtyards, and decks;
- (7) promptly remove from the Property any offspring of any pet;
- (8) remove or confine any pet at any time that the pet is likely to limit or prohibit Landlord or other persons access to Property as permitted by the lease.
- (9) ensure the proper disposal of a deceased animal according to Indiana and local regulations. Burial of a pet on the property is prohibited.
- (10) ensure no pet or animal sitting or visitation (for any length of time and inside or outside my rental unit) is allowed during my tenancy unless I have prior written permission from my landlord/property manager.

At any time during the lease term, if the pet will no longer occupy the home (i.e. adoption, ran-away, passing, death), a notice will be provided to the Landlord within 30 days, the pet registration will be updated on petscreening.com, and pet fees may be removed from future months at the discretion of the manager.

Tenant is responsible and liable for any damage to the Property or any item in the Property caused by any pet, any personal injuries to any person caused by any pet, and any damage to any person's property caused by any pet.

### Resident Liability Insurance What A Resident Needs To Know

As a condition of our lease, and during its duration, we require all residents to carry liability insurance (minimum \$100,000 coverage) for damages caused to the property resulting from the resident's action or inaction. To satisfy this lease minimum insurance requirement, you have two options:

#### Option 1: Do nothing and you will be enrolled in our Resident Liability (RL) Insurance Program:

This is an **easy, convenient, and low-cost** way to meet your lease requirement but does NOT cover your personal belongings. You pay the monthly premium together with rent. (See Complete details below). **Cost \$19.95/month** 

#### Option 2: Purchase Renters Insurance from a licensed agent and provide proof of coverage

Having renters insurance will meet your lease requirement and also provide protection for your personal belongings from theft or damage. You will be required to add PMI as an additional insured on your policy. **Cost: More than RL policy and depends upon factors including your insurance provider, applicant's creditworthiness, coverage, etc.** 

# MUTUAL NON DISPARAGEMENT CLAUSE

The parties to this agreement mutually agree and covenant not to disparage one-another by publishing to any third-party, verbally or in writing, derogatory statements, "reviews," comments or remarks that are, or could reasonably be construed as being, injurious to the other's business, reputation or property and/or which are false, or would tend to cast a false or negative light on the other, including without limitation, statements of opinion, comparison or evaluation.

The categories of statements expressly prohibited by this agreement shall include, but are not limited to statements, including written, photographic or video-based reviews, testimonials or evaluations, published on any internet website, crowd-sourced review publication or database (including but not limited to Yelp, Facebook, Google Maps, Twitter, Angie's List, Manta, Rip-off Report, Consumer Affairs, Google Reviews) whose subject matter is, whether in whole or in part: (i) the performance or breach by the other party of any of such party's obligations under any written agreement entered by the parties (whether prior or subsequent to this Agreement), including without limitation any lease or property management agreement; (ii) the performance or breach by the other party of any real property, including without limitation required repairs or maintenance, or requests therefore; and (iv) the payment, refund or accounting for any security deposit.

Anything to the contrary herein notwithstanding, the parties acknowledge and agree that this agreement is intended to constitute a voluntary, mutually agreed and mutually binding waiver and restriction of certain rights of the parties, including the ability to speak publicly, but shall not prohibit any party from publishing or making factual and accurate statements about the other party to any of the following:

1. Law enforcement agencies;

2. Regulatory agencies, including the State real estate commission;

3. Courts of this state, to the extent that such statements are made in connection with a legal proceeding;

4. An attorney representing the party making the statement(s); and/or

5. Any credit bureau or other reporting agency, provided that the statements otherwise comply with applicable laws.

If any dispute arises regarding whether any remark, statement, or publication is disparaging or otherwise violates this agreement, the parties agree that for purposes of this provision, that any remark, statement, or publication shall be irrefutably deemed disparaging if: (1) the other party requests, in writing, that the party publishing the same removes the statement and/or publication; and (2) the statement and/or publication is not removed from publication within 72 hours of said written request.

The parties mutually agree that breach of this agreement shall subject to non-breaching party to damages, the amount of which are difficult to determine. Accordingly, the parties agree that damages for failure to comply with this provision shall be liquidated at \$500.00 per day for each day that a disparaging statement remains in publication following the 72-hour notice and demand period herein specified. The parties further agree that enforcement of this provision is appropriate through injunctive relief, notwithstanding any rights of the parties 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 shall be entitled to recover from the non-prevailing party all costs and attorney fees associated with the enforcement hereof. 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 disparaging statement in violation hereof.