



# SCREENING CRITERIA AND DISCLOSURE

## \*\*LEASING SERVICE ONLY\*\*

\*All applicants will be charged a \$75.00 application fee per adult (18 or older)

**\*THE APPLICATION FEE OF \$75.00 PER ADULT IS NON-REFUNDABLE**

**The home you are applying for WILL NOT be managed by RentWerx. It is the duty of the resident to contact the landlord (homeowner) directly for arrangements in maintenance, monthly rental payments, renewals, and move out notifications.**

\*Each adult over 18 is required to complete a separate application form. It would be in your best interest to confirm that your rental requirements are not outside of our Resident criteria with multiple adult roommates, eviction history, foreclosures, bankruptcies, job loss, minimal income, low credit scores, unusual pets, large pets, multiple pets, multiple families, or anything that would cause your application to be rejected.

**\*Wanting to offer less than list price for the home will cause your application to be delayed or rejected\***

We do not prescreen applications. Applicants are required to pre-screen themselves with the following criteria and will need to meet the requirements below. We encourage you to apply if you meet the below criteria:

**WHEN THE ONLINE APPLICATION IS COMPLETED, WE WILL PROCESS YOUR APPLICATION – CHARGING THE \$75 APPLICATION FEE.**

**This application, background information, credit scores, rental history, criminal history, and employment verification will be viewed by RentWerx Employees and the Property Owner.**

**\*\*\*Multiple Applications May Be Reviewed in Choosing an Applicant\*\*\***

**Lease Criteria in Applying for a Home:** Before you apply for a home, read the following information concerning the approval process. If you have any questions, contact our office during normal business hours Monday to Friday 9 AM to 4 PM Central Standard Time.

**Application Process & Screening Criteria:** RentWerx is committed to equal housing and we fully comply with the Federal Fair Housing Act (FFHA). 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. We offer application forms to everyone who requests one. Each occupant over the age of 18 must complete an application and pay the **\$75.00** application fee. Approval is based on SEVEN factors:

- 1) Verification of Provided Identification
- 2) Credit History Review and Verification
- 3) Review and Verification of Rental History
- 4) Review and Verification of Income for Each Applicant
- 5) Review and Verification of Employment History
- 6) Criminal Background and Terrorist Database Search
- 7) Review of Animals

**Identification:** Each applicant is required to provide a copy of a legible Government issued photo identification card. A photo of your identification card can be sent to: [Applications@RentWerx.com](mailto:Applications@RentWerx.com)

**Income Verification:** Income should be at least three (3) times the monthly rent and verifiable from an unbiased source: employer through pay stubs, tax returns, and/or bank statements. Self-employed income may also be verified with a CPA-prepared financial statement or tax returns. Your employment history should reflect at least 6 months with your current employer. Transfers or relocations must have correspondence showing an accepted job offer. Any verification fees required by the employer must be paid by the applicant.

**Employment:** We require verifiable employment history for at least the past three (3) years. You must be a permanent employee (not temporary or probationary). If you are self-employed, retired, or not employed, we can accept such documents as signed tax returns (2 years minimum), bank statements, etc. that provide proof of applicant's ability to pay the rent. If military, we need a current copy of your LES. If you are active-duty military, you must be on an assignment that, to the best of your knowledge, will allow you to complete an initial 12-month lease.

**Residence History:** We require verifiable residence history for at least three (3) years whether you currently own or rent. Applicants are responsible for providing information including the names, addresses and phone numbers, of Landlords with the dates of tenancy for the previous 3 years. Rental history must be verified from unbiased sources. Home ownership will be verified from a current credit report. We can accept base housing as rental history. Any evictions within the previous 3 years will be automatic grounds for denial. Broken leases will be considered on a case-by-case basis and an additional security deposit may be required.

**Credit History:** We will obtain a copy of your resident credit score from TransUnion. You cannot provide this to us, we will obtain this ourselves. Credit history should 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. Money owed to a previous landlord, property management company, or utility company is cause for denial.

**Errors & Omissions:** Every effort has been made to provide applicants with reliable and accurate information regarding the home you are applying for – however, changes can and do take place to cause inaccurate information to be accidentally presented. We encourage all residents to verify schools, allowable pets, expected features, or any HOA concerns prior to signing a lease agreement. Any information posted in the MLS advertisement does NOT constitute a written agreement or guarantee of the facts stated.

**Criminal, Sex Offense, and Terrorist Database Check:** We will check these databases for all occupants over 18. We do not rent to any person required to register as a sex offender. Criminal backgrounds involving violent crimes, sex offenses, domestic violence and/or involving the possession/distribution of weapons or illegal substances are all grounds for denial of an application. An exception may be made for type and/or age of offense, please provide details to the RentWerx.

## **Security Deposits = One Month's Rent + \$200**

RentWerx requires all approved applicants to pay a refundable Security Deposit at application approval in the amount of One Times of One Month's Rent + \$200.

**Example: Rent = \$2,000 Security Deposit = \$2,200**

All security deposits will be paid by approved applicants through certified funds.

The security deposit will be held directly by the property owner. The owner will be responsible for conducting the final itemization of any deductions, if applicable, in accordance with local laws and regulations.

## **INFORMATION ON ANIMALS (Pets)**

**Rental Criteria for Animals (Pets):** Animal policies vary from one homeowner to another. Some owners do not permit animals (other than approved service animals) on the property, while others restrict type and/or size of allowable animals. No more than two animals per household are permitted without specific owner approval.

**Applicants with Animals** – \$300.00 Animal Fee per Animal \*This fee is payable to the owner\*

**Applicants with Service Animals** - To allow service animals we request applicants to apply for free, providing certifiable documentation, and complete an application into: <https://rentwerxllc.petscreening.com/>

We require with your application a picture of each animal that will be on the property. The approval process and final determination of breed will be the responsibility of RentWerx. These determinations are final.

To review some of the considered restricted breeds, visit our website. Breed variations may be subject for review. <https://www.rentwerx.com/restricted-breed-dog-policy/>

Email a picture of each Animal to: [Applications@RentWerx.com](mailto:Applications@RentWerx.com)

**NOTICE TO ALL APPLICANTS: NO SMOKING is permitted inside the home or garage.**

**Disabled Accessibility:** Any concerns should be submitted in writing to the RentWerx during the application processing. We must obtain Owner approval to allow modification of the premises. All modifications are at the expense of the disabled person, and the disabled person must agree to restore the premises, at their own expense to the pre- modified condition (provided the modification would affect the use and enjoyment of the premises for future residents). We require written proposals detailing the extent of the work to be done, approval from the landlord before modifications are made, appropriate building permits with required licenses made available for the landlord's inspection, and a restoration deposit may be required per Fair Housing guidelines.

**SCHOOL BOUNDARIES:** School Enrollment concerns should be investigated prior to submitting your application. Applicants must verify their own school information with the school district. Because of the expansive growth in this region, school enrollments get capped and designation boundaries may change. We highly recommend you contact the local school district should any of the school boundaries be a concern for the home you would like to rent.

**\*\*\*IT IS THE DUTY OF THE APPLICANT TO VERIFY SCHOOL BOUNDARIES\*\*\***

**SEX OFFENDERS:** Applicants should satisfy their concerns regarding crime statistics or the presence of any sex offenders in the area, before submitting an application. This information is available free of charge on the internet at the below sites. **\*\*\*WE DO NOT RENT HOMES TO REGISTERED SEX OFFENDERS\*\*\***

Sex Offenders [www.txdps.state.tx.us](http://www.txdps.state.tx.us)

San Antonio Crime Stats <http://www.neighborhoodscout.com/tx/san-antonio/crime/>

Austin Crime Stats: <http://www.neighborhoodscout.com/tx/austin/crime>

**REASONS FOR DENIAL OF APPLICATIONS:**

- If you failed to give proper notice when vacating a property.
- If previous landlord(s) would be unwilling to rent to you again for reasons pertaining to your behavior or that of any family member, guest (welcome or not), or any animal on the property during your tenancy.
- If you have had three or more late payments of rent within the last 12 months.
- If you have an unpaid collection filed against you by a landlord or property management company.
- If an unlawful detainer action or eviction has occurred within the past three (3) years.
- If you have recently received a 3-day notice to vacate.
- If you have had two (2) or more NSF checks within the last 12 months.
- If you have allowed any person(s), not on the lease, to reside on the premises.
- If we are unable to verify your information, we must deny the application.
- No Businesses operated from property. If you have a home-based Business that you think we might approve please let the RentWerx know.
- If you violate any of our terms of service during this application process.
- Applicant requests re-wording or removing any paragraphs in the RentWerx Lease Agreement.

**APPLICATION APPROVAL:**

**All approved applicants will receive further instructions via email.**

Approved applicants will be required to sign a lease agreement within TWO (2) business days of Security Deposit payment. Failure to do so will result in the cancellation of the application, forfeiture of the application fee(s) and forfeiture of the security deposit paid to the owner.

**START OF LEASE:**

*Vacant Homes* --- RentWerx has a policy that all leases on vacant homes must begin within 14 days of application approval. We are unable to hold the home rent free without a lease agreement longer than that time.

*Occupied Homes* --- RentWerx will typically advertise a first available date for all homes we manage. In some cases, those dates will need to change due to circumstances beyond our control. We understand the burden this can create and strive to advertise a solid date so incoming residents can plan accordingly.

*Leases starting within 5 days of the end of the month* --- We will require the next full month's rental amount with the pro-rate.

**What Our Residents Want You to Know:**

- 1) Rent is due to the owner on the 1st of each month, late the 4th of each month. Late fees begin at midnight on the 4th of the month. Late fees will be applied with no exceptions in accordance with all Federal Fair Housing laws. Weekends, holidays, and mail delays do not excuse resident's obligation to on-time rent payments.
- 2) **Lease Preparation Fee: \$395** --- There is a lease preparation fee of \$395 per lease agreement for the effort to prepare and execute the lease agreement, offer the convenience of electronic signatures, and offer a lock box move in.

**ATTENTION APPLICANTS!** If you are being represented by a Realtor who has physically showed you the home in person, you are obligated by the National Association of Realtors to have completed a written Buyer / Tenant Representation Agreement. In that agreement are portions illustrating what is the maximum commission amount the Realtor can receive, and who will be paying that commission. Be aware that not every home being marketed by RentWerx will be offering a Tenant Realtor Commission. Per the NAR guidelines, that decision has to be left solely to the homeowner and is not a RentWerx policy.

**WARNING:** Should you choose to indicate you are being represented by a Realtor on your application, and the home you choose to lease is NOT offering a Tenant Realtor Commission - you may end up having to pay your Realtor directly out of pocket. We advise all applicants working with a Realtor to carefully read your Buyer / Tenant Representation Agreement and consult with an attorney if you have any questions or concerns.

**Upon completion of your Application, you will be notified in writing of your Approval / Denial / or Offer of Other Terms within 2-3 Business Days.**



## 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 legal or regulatory duty; (iii) the physical condition 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 Texas 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 the 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.