

The Flats At Avalon Park
Rental Criteria

Welcome home! We look forward to you joining our wonderful community. The following rental criteria and policies should be read carefully. Should you have any questions, please do not hesitate to ask Landlord for clarification. The term "Application" is defined as the person or persons who will be signing the Lease as the "resident", the term Occupant" is defined as the person or persons who are authorized occupants under the Lease. The Lease agreement will not become effective until the application is approved by Landlord. Each Applicant must be 18 years of age or older to qualify. These are the current rental criteria and policies for this community, nothing contained herein constitutes a guarantee or representation that all residents and occupants currently residing here have met these requirements. There may be individuals who began residing here have met these requirements. There may be individuals who began residing at this community prior to these particular criteria going into effect. Additionally, the ability to verify whether these requirements have been met is limited to the reliability of information received from Applicants and outside services and sources used.

Equal Housing: The Flats at Avalon Park is an Equal Housing Opportunity Provider, doing business in accordance with the Federal Fair Housing Act and do not discriminate any person because race, color, religion, sex, handicap, familial status or national origin. Additionally, we provide housing in accordance with all other state or local laws provide greater protection than the Federal Fair Housing Act.

Rental Criteria: All applicants and co-signers must agree to the following by executing this Statement of the Rental Policy and a rental application form: Applicant(s) hereby consent to allow The Flats at Avalon Park, through its designated agent and its employees, to obtain and verify credit information, including a criminal background search for the purpose of determining whether or not the applicant is eligible to lease an apartment. Applicant understands that upon leasing an apartment, The Flats at Avalon Park and its agent shall have a continuing right to review credit information, rental application, criminal background, payment history and occupancy history. Faxed signatures are acceptable however; original signatures must be obtained prior to move in.

Photo Identification: Prior to viewing an apartment home, you will be required valid government issued photo identification. A valid form of identification shall include one of the following: driver's license, military ID, original passport, or government issued photo ID. Anyone that does not have a valid form of identification will be asked to remain in the office during the tour.

Employment/Income: Applicant(s) total verifiable monthly gross income must be no less than three times the monthly rent of the apartment applied for. Additional income such as alimony or child support must be proved with a notarized statement of this income (parent/family support, savings accounts, trust funds, etc. will not be considered verifiable income). Proof of income for self-employed Applicants must be a copy of the last two year's tax return.

Resident History: Applicant(s) who have been previously evicted or who owe money to a landlord or mortgage company will be rejected. Other serious violations could be grounds for requiring higher deposits or rejection.

Credit History: All Applicants' credit status will be checked through a credit reporting agency. All applicants are required to provide a valid social security number issued by the U.S. Social Security Administration. Only those with positive credit will be accepted with the standard deposit. Negative credit History could be grounds for requiring higher deposit or rejection.

Criminal background checks: If the applicant is accepted or accepted with condition, an extensive criminal background search will be conducted, including but not limited to the applicants past two years of residency and the state in which the applicant's driver license was issued. The Flats at Avalon Park performs criminal checks in accordance with applicable deferral and state laws. Applicants' signature on the Application of residency authorizes us to check not only applicant's credit history, but also any arrest or convictions. Applicants will be required to answer questions on the application stating whether they have been evicted of or arrested for a crime; and, if so what the crime was, when and where it occurred and the disposition of that charge. An unsatisfactory criminal background that results in pending charges will result in denial of the application. However, no all crimes disqualify applicants from living at the community. Crimes that result in denial of resident are those which pose a serious threat to the health, safety and welfare of a person living and working in our community. The application will be denied for any of the following reported criminal related reasons that have occurred within the past (10) years prior to the application date: felony conviction, any terrorist related conviction to animals related conviction, misdemeanor conviction involving crime against persons or property, any of the prior mentioned charges resulting in "Adjudication Withheld" and/or "Deferred Adjudication", and active status on probation or parole resulting from any of the prior mentioned reasons. Please be advised that this requirement does not constitute a guarantee or representation that residents or occupants currently residing in our community have not been convicted of or subject to deferred adjudication for a felony, certain misdemeanors or sex offense requiring registration under applicable law. There may be residents or occupants that have resided in the community prior to this requirement going into effect. Additionally, our ability to verify this information is limited to the information made available to us by resident credit reporting services used. Landlord encourages you use common sense in maintaining your own personal safety. Applications can obtain information about sexual offenders and/ or predators in Florida by contacting Florida's department of Law Enforcement Florida (850) 401-5872 or <http://fdle.state.fl.us>.

Reservation/Administrative Fees and Deposits: In order to reserve an apartment home, applicant(s) must submit an executed application along with the following fees and deposits: 1.) A non-refundable Application Fee \$ _____ for each applicant 18 years of age and older for verification of information and credit approval.

2.) A Non-Refundable Reservation Fee or Administrative Fee is due in the amount of \$ _____

3.) A Refundable Security Deposit based on floor plan of \$ _____. Applicant understands that an additional or higher security deposit may be required based on credit or applicants rental history scoring requirements and the deposit must be paid in the form of cashier's check or money order prior to Lease start date.

If for any reason management decides to decline the application, management will refund the administrative fee and security deposit in full. If an applicant is conditionally approved, but choose not to pay the additional deposit, then his/her application will be considered declined. If the application is approved and the applicant fails to sign a lease or take occupancy of the premises on the agreed date, management may retain the administrative fee and the security deposit as liquidated damages for the amount of rent lost and any expenses incurred due to the cancellation.

Apartment Availability: Applications for apartment homes will be accepted on a first come – first serve basis and are subjected to the availability of the particular type requested. "Availability" does not necessarily mean that an apartment will be definitely available for occupancy by an applicant at the estimated date. "Available" apartments include those where a "Notice to vacate" has been submitted by an existing resident indicating an intention to vacate on or about a certain date. Under certain circumstances, we will permit current residents who are not in default of their lease to withdraw or change their notice of moving. Other circumstances not necessarily under management's control may also delay the date or availability of an apartment. In addition, an apartment may not be considered available because it is about to be placed under contract as an application has been made and a deposit placed to hold the apartment. If the applicant's application is not approved or if the applicant fails to sign a Lease by the specified date, then the apartment would again become available. Whether a particular unit or type of apartment is available can vary significantly within several hours or days.

Assigned Units: There is no guarantee that an Applicant(s) will successfully be placed in their desired apartment and or location. Once Applicant(s) are approved and both the Applicant(s) and Landlord sign the "Welcome Home Letter" of approval, then the specific unit chosen will be assigned and confirmed for the Applicant(s). Changes in reserved units may occur at any time before move in, no refund of any reservation fees or administrative fees will be given for cancellations and or if a different unit of the same size is able to be assigned.

Waitlist: Waitlist fee is \$100. Applications submitted for waitlist will be cross referenced with any "available" apartments for the purpose of accommodating the waitlist Applicant's specified needs. There is no guarantee that any waitlist Applicant's will successfully be placed in their desired apartment size or location. Waitlist Applicants will be contacted in priority of application date of any available units that match their specifications. Once waitlist applicant is notified of an available apartment, they will have 48 hours to submit their full deposits, fees and complete and/or update all application paperwork or the apartment will return to "available" status. If an apartment is not able to be reserved because of no availability and the waitlist applicant cancels in writing, a full refund of the food faith fee will be given. No refund will be given if a unit of the desired size is available to reserve for the specific date and waitlist applicant chooses not to reserve because of location and/or premiums.

Occupancy Delays: If occupancy is or will be delayed for any reason beyond the Lease commencement date, Manager/Owner/Landlord will be responsible for any claims, damages or liabilities for the delay and no discounts, concessions or compensation will be given. The Lease will remain in force subject to abatement of rent on a daily basis during the delay or Applicant/Resident may elect to terminate the Lease prior to occupancy as set forth below: If LANDLORD gives notice to any RESIDENT that an occupancy delay is expected and states a new readiness date, RESIDENT may give LANDLORD a written notice to terminate the Lease contract within 5 days after such notice of delay from LANDLORD, but no later. If there is a delay and LANDLORD have not given notice of delay as set forth immediately above, RESIDENT may give LANDLORD a written notice to terminate the Lease up to the date the leased premises is ready for occupancy, but no later. After termination due to the above described occupancy delay, RESIDENT is entitled only to a refund of any rent, deposit(s) and/or fees paid with the exception of application fee(s). Cleaning or repairs that do not prevent the RESIDENT from occupying the leased premises does not entitle RESIDENT to rent abatement or right of termination. If a written notice to terminate from RESIDENT is not received by LANDLORD as set forth above, RESIDENT will be responsible for all terms of LEASE and the readiness date is considered the new effective Lease commencement date for all purposes. Additionally, this new effective Lease commencement date may not be moved unless LANDLORD and RESIDENT agree (refer to Lease for purposes). Additionally, this new effective Lease commencement date may be moved unless LANDLORD and RESIDENT agree (refer to Lease for entire termination guidelines).

Occupancy Guidelines: Maximum of two occupants over the age 24 months in a one bedroom flat (two plus one for familial status), maximum of six occupants in a three bedroom flat (six plus one for familial status). Any child under the age of 24 months is not counted as an additional person of purposes of occupancy guidelines. Once a child reaches the age of 24 months, the consideration listed above will be applied to determine whether the household will be required to move to a larger apartment home. Under no circumstances will a household be required to move to a larger apartment home during a current lease solely as a result of the addition of a child under 24 months to the household, or solely as a result of a child reaching the age of 24 months during a lease term. All members of the household, regardless of age, will be required to be listed on the lease agreement. The Flats at Avalon Park policy is to conform to local and state requirements to the extent that they require standard than stated here.

Hold Harmless Acknowledgment: resident agrees that The Flats at Avalon Park and Management do no promise, warrant or guarantee the safety and security of resident, resident's family and occupants or Resident's personal property against the criminal actions of other residents or third parties. Furthermore, and Management shall not be liable for any damages or injury to Resident, Resident's family and occupants or to any person entering the premises or the building of which the leased premises are a part of, for injury to person(s) or property arising from theft, vandalism or casualty occurring on the premises or in the buildings; the term "premises" is defined to include any common areas, lakes and the surrounding area. Resident agrees to indemnify and hold harmless The Flats at Avalon Park and Management from all claims, cost and expenses arising from injury to person or property. Each resident has the responsibility to protect him or herself and to maintain appropriate insurance to protect his/her belongings. Residents are to contact an insurance agent to arrange appropriate insurance protecting their personal property. Residents should at all times maintain Renter's Insurance including adequate fire, casualty and liability insurance to insure against the risk described above. Insurance coverage maintained by Owner and/or Manager does not protect Resident from loss of personal property by theft, fire, water damage and other perils. Resident is responsible for maintaining appropriate vehicular or automobile insurance coverage.

International Rental Criteria: In addition to qualify under the terms stated in this Statement of Rental Policy, applicants from countries other than the United States WHO DO NOT HAVE SOCIAL SECURITY NUMBER ARE TO BE PROCESSED MANUALLY and must meet the following criteria:

1. An original valid passport showing raised notary seals and INS documentation, which includes a photograph and fingerprints, is required. Expired passports or expired INS documents result in an automatic decline of application. On the Application for Residency, the applicant is to fill in the Passport Number in Lieu of a Social Security Number.
2. International applicants with verifiable employment are required to pay AN ADDITIONAL ONE MONTH'S RENT AS A DEPOSIT. Self-employed/unemployed international applicants with verification of income are required to PAY AN ADDITIONAL TWO MONTHS RENT AS A DEPOSIT.
3. Acceptable verifications are: (a) Employed Applicants: A letter of employment from the applicant's employer. The letter is to be on company letterhead, signed, and have the comparable to a notary seal on the letter; or (b) Self-Employment or unemployed Applicants: Proof of income from an attorney, accountant, and/or letter from bank stating sufficient funds. All letters must be on official company letterhead, signed, and have the comparable to a notary seal on the letter.
4. All payments will be required in U.S. Certified Funds.

The Flats At Avalon Park
Rental Criteria
Pet Policy

PET POLICY: Snakes, ferrets, prairie dogs and other "exotic" pets are not allowed. Dogs, cats, birds and fish are acceptable pets as long as the following criteria's have been met (service animals assisting a handicapped person, birds and fish are allowed without a pet deposit or fee):

- 1) All applicant(s) must sign a pet addendum /agreement
- 2) A \$350.00 Non-refundable Pet Fee is paid in full prior to move-in.
- 3) A \$250.00 Refundable Pet Deposit is combined adult weight(s) up to 50lbs, or \$450.00 refundable pet deposit for combined adult weight(s) over 50lbs (maximum number of pets is two).
- 4) A statement of breed description, weight (or expected adult weigh), immunization and age from your veterinarian must be presented at move in.
- 5) Resident must provide a photograph of the pet (s)
- 6) The following breeds are not allowed, Pit Bulls, Dobermans, Rottweiler's, German Shepherds, Chow, Sharpai, Akita, or any aggressive breeds (pure or mixed)
- 7) Fish tanks may not be more than 30-gallon capacity (or total of).
- 8) Animals cannot be allowed to disturb the quiet enjoyment of the community.
- 9) Pet deposits are paid in full prior to move-in.
- 10) Residents with cats/dog must carry renters insurance with a minimum coverage of 100,000 that covers any bodily injury caused by pent and naming Landlord as additional insured. You must present a copy of the insurance Policy at move in.

Pro-rated Rent: If Lease start date is the 20th of the month or after, the pro-rated rent amount plus the following full month's rent will be due upon the lease start date.

Mixed-Use acknowledgement: The Flats at Avalon Park is a mixed-use building. The first floor is compromised of a variety of commercial tenants including but not limited to restaurants and shops. The second, third and fourth floors is compromised of 135 one, two and three bedroom apartment homes. Applicants acknowledge the mixed0use nature and cannot default on their Lease agreement, withhold rent or demand concessions as a result of real or claimed damages resulting from living above commercial tenants. Additionally Applicants acknowledge that the commercial tenants could change periodically as well as the nature of their commercial business.

Parking: Due to the mixed-use nature of the Flats at Avalon Park, parking is shared with the patrons and guest of the ground floor storefronts. For the consideration of all residents we ask that each resident follow a "courtesy parking policy" of a maximum of two vehicles per apartment allowed in the designated parking area including the spaces directly in front of the commercial storefronts. We ask that any additional vehicles and your guests use alternative community street parking. Additionally, commercial vehicles, boats, campers, RV's, recreational equipment and hitched trailers are prohibited and cannot be stored on community premises.

Flotation Bedding Systems/Water Tanks: Flotation Bedding systems (waterbeds) or water tanks over 50 gallons is prohibited unless prior written permission is obtained from Landlord and such use complies with any applicable building codes. If permission is given, proof of flotation/renters insurance in resident's name, as is standard in the industry, in amount of \$100,000 naming Landlord as additionally insured must be provided to Landlord.

Satellite Dish: Not all of our apartments are suitable for satellite dish installation or reception and we cannot guarantee that satisfaction transmission we be achieved. We allow the installation of one satellite dish per apartment and installation is required from conform with all FCC regulations, fire codes and local access laws. Liability insurance is required with a minimum coverage if \$100,000 naming Landlord as additional insured and a copy of the insurance policy must provide to Landlord prior to installation. There are limitations on how and where a satellite dish can be installed and the appropriate addendum must be signed.

Acknowledgement:

Signing this acknowledgement indicated that you have had the opportunity to review the landlords tenant selection criteria. The tenant selection criteria may include factors such as criminal history, credit history, current income, and rental history. If you do not meet the selected criteria, or if you provide inaccurate or incomplete information, your application may be rejected and your application fee will not be refunded.

By signing below I/we acknowledge that I/we have read, understood and agreed to the rental Criteria and Polices herein .

Residents Signature Date

Residents Signature Date

Residents Signature Date

Residents Signature Date