

Cynthia Gardens Rental Apartments
STATEMENT OF RENTAL POLICY
8/2014

Welcome to our community. Before you apply to rent an apartment, please take the time to review this Statement of Rental Policy. For the purpose of this document, the term "applicant" 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 as occupants under the Lease. Some criteria apply to the applicants only; other criteria apply to all occupants. An applicant must be 18 years of age or older to qualify as a resident. Please note that these are the current rental criteria for this community; nothing contained herein constitutes a guarantee or representation that all 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 used.

EQUAL HOUSING: **Cynthia Gardens Rental Apartments** is an Equal Housing Opportunity Provider. We do business in accordance to the Federal Fair Housing Act and do not discriminate against any person because of race, color, religion, sex, handicap, familial status or national origin. Additionally, we provide housing in accordance with all other state or local laws if those laws provide greater protection than the Federal Fair Housing Act.

APARTMENT AVAILABILITY: Applications for apartment homes will be accepted on a first come – first serve basis and are subject to the availability of the particular apartment type requested. "Availability" does not necessarily mean that an apartment will definitely be 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 circumstance, 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 of 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 fails to sign a Lease by the specified date, and then the apartment would again become available. Whether a particular unit or type of apartment is available can vary significantly within several hours or a day.

QUALIFYING CRITERIA

CREDIT: All applicants and co-signers must agree to the following by executing [this Statement of Rental Policy, a rental application form, a consent form]:

I hereby consent to allow **Cynthia Gardens Rental Apartments**, through its designated agent and its employees, to obtain and verify my credit information [(including a criminal background search)] for the purpose of determining whether or not to lease to me an apartment. I understand that should I lease an apartment, **Cynthia Gardens Rental Apartments** and its agent shall have a continuing right to review my credit information, rental application, [criminal background,] payment history and occupancy history for account review purposes and for improving application methods.

[Signatures must be originals, may be obtained by facsimile if signature is notarized and original documentation is presented at a later time].

SCORING OF YOUR CONSUMER CREDIT REPORT: If all applicants' combined income meets this property's income requirements for the apartment in which applied for, **Cynthia Gardens will proceed in running a thorough credit check on all applicants age 18 and older that apply for residency.** Cynthia Gardens Rental Apartments uses an expert statistical credit scoring system to evaluate consumer credit report. This information is compared to the credit trends of other consumers to predict how likely it is that the applicant will pay the rent in a timely manner and fulfill all lease obligations. Based upon your credit score, your application will be accepted, rejected or accepted on the condition that an additional security deposit is paid. If the application is rejected or is accepted with conditions, you will be given the name, address and telephone number of the consumer reporting agencies which provided your consumer information to us. An applicant rejected for unsatisfactory credit is encouraged to obtain a copy of the credit report, correct any erroneous information that may be on the report and submit a new application to this community for further consideration.

CRIMINAL BACKGROUND CHECKS: If the application is accepted or accepted with conditions, an extensive criminal background search, including but not limited to the applicant's past two years of residency and the state in which the applicant's driver's license was issued, will be conducted. Cynthia Gardens performs criminal background checks in accordance with applicable federal and state laws. Applicants' signatures on the Application for Residency authorizes us to check not only applicants' credit history but also any arrests or convictions. Applicants will be required to answer questions on the application stating whether they have been convicted 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 or check that results in pending charges will result in the denial of the application. However, not all crimes disqualify applicants from living at the community. Crimes that result in the denial of residency are those which pose a serious threat to the health, safety and welfare of persons living and working in our community. The application will be denied for any of the following reported criminal related reasons that have occurred prior to the application date: felony conviction, any terrorist related conviction, any illegal drug related conviction, any prostitution related conviction, any sex related conviction or listing on the sex offender registry, any cruelty to animals 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 offenders 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 the resident credit reporting services used.

FEES/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 or older for verification of information and credit approval. 2.) **A non-refundable administrative fee.** 3.) **A refundable security deposit.** Applicant understands that an additional security deposit may be required based on credit agency requirements. If for any reason management decides to decline the application, management will refund the administrative fee and the security deposit in full. If an applicant is conditionally approved, but chooses not 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 of rent lost and any expenses incurred due to the cancellation.

Each applicant shall pay a non-refundable application fee for verification of information and credit approval. A good faith security deposit of \$690 must be submitted with the Application for Residency. If the application is accepted, \$690 will be applied toward the payment of the security deposit, and if for any reason management decides to decline the application, management will refund the good faith deposit in full. If an applicant is conditionally approved, but chooses not to pay the additional deposit, then his/her application will be considered declined.

OCCUPANCY: A family may occupy a unit if the family does not exceed two persons per bedroom, plus a child who is less than twenty four months old and who sleeps in the same bedroom with the child's parent, guardian, legal custodian, or person applying for that status. If the number of people applying for a single apartment exceeds the property's guidelines, the application will be rejected for that particular size of apartment. If a resident, who has a child less than twenty four months old at the time of rental application or lease renewal, moves into an apartment that, once the child reaches the

age of twenty four months, violates the occupancy guidelines, the resident is required to either (1) move into another available apartment which has more bedrooms leased at the current market rent; or (2) move out. Rent for the larger apartment will be the current market rent for that particular apartment. For the purpose of this occupancy policy, a "family" shall consist of the following persons: one or more individuals (who have not attained the age of 18 years) being domiciled with (1) a parent or another person having legal custody of such individual or individuals; or (2) the designee of such parent or other person having such custody, with the written permission of such parent or person. The term "family" shall also apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years. Our policy is to conform to local and state requirements to the extent that they require a different standard than stated here.

INTERNATIONAL RENTAL CRITERIA: In addition to qualifying under the terms stated in this Statement of Rental Policy, applicants from countries other than the United States, **WHO DO NOT HAVE A SOCIAL SECURITY NUMBER ARE TO BE PROCESSED MANUALLY (NOT THROUGH SAFERENT)** and must meet the following criteria:

1. An original valid Passport showing raised notary seals and one of the following INS documents must be produced:
 - Form I-551 Permanent Resident Card (Alien Registration Receipt Card). Form includes photo and fingerprints.
 - Form I-688 Temporary Resident Card. Form includes photo and fingerprints.
 - Form I-688A Employment Authorization Card. Form includes photo and fingerprints.
 - Form I-94 Arrival/Departement Record. Form includes photo and fingerprints.
 - INS Receipt for replacement of one of the above documents with verification by INS of entitlement to the above.
 Expired passports or INS documents result in an automatic decline of application. On the Application of 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 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 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.

HOLD HARMLESS ACKNOWLEDGEMENT: Resident agrees that Management does not promise, warrant or guarantee the safety and security of a Resident, Resident's family and occupants or Resident's personal property against the criminal actions of other residents or third parties. Furthermore, Management shall not be liable for any damage 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, for injury to person or property arising from theft, vandalism or casualty occurring in the premises or the buildings; the term "premises" is defined to include any common areas, lakes and the surrounding area. Resident agrees to indemnify and hold harmless Management from all claims, costs and expenses arising from injury to person or property. Each Resident has the responsibility to protect him or herself and to maintain appropriate insurance protecting their personal property. Resident shall at all at times maintain Renter's insurance including adequate fire, casualty and liability insurance to insure against the risks described above. Insurance coverage maintained by Management does not protect Resident from loss of personal property by theft, first, water damage and other perils. Resident is responsible from maintaining appropriate vehicular or automobile insurance coverage.

NOTIFICATION STATUTES: For your information, you may obtain (under state statutes: FL. § 775.21) information about sexual offenders and/or predators in your state. The information can be obtained in all 50 states at <http://www.openrecords.org>, however, listed below are the states that Cynthia Gardens Rental Apartments operates business:

Florida	(850) 410-8572 or http://www.fdle.state.fl.us
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VEHICLES: Parking space is limited in our community. Each household is permitted **two** passenger vehicles. Commercial vehicles and recreational vehicles are not permitted.

PETS (if applicable): Accepted pets are cats only. A \$500.00 non-refundable pet fee is required for the 1st pet and an additional non-refundable pet fee of \$300 for 2nd pet (maximum of two) must be paid in full prior to move-in. **There is also an additional monthly rent of \$25.00.** Pets will be subject to visual inspection and all community policies and you will be required to sign a separate Pet Addendum. Service animals assisting a handicapped person are allowed and no pet deposit or pet fee is required.

FLOTATION BEDDING SYSTEMS/WATER TANKS: Flotation bedding systems (waterbeds) or fish water tanks over 50 gallons will be allowed on any floor only if a copy of the current renter's insurance policy naming Owner and Manager as additionally insured is maintained in the resident file.

SATELLITE DISH: We DO NOT allow the installation of a satellite dish.



Applicant Signature

Date

Applicant Signature

Date

Authorized Cynthia Gardens Representative: _____ Date: _____

CYNTHIA GARDENS RENTAL APARTMENTS

1675 NW 4th Avenue ~ Boca Raton, FL ~ 33432

561.395.7602 phone ~ 561.395.1498 fax ~ leasing@cynthiagardens.com

APPLICATION FOR RESIDENCY

ITEMS REQUIRED AND ACCEPTED FOR APPLICATION:

_____ Driver's License of all applicants and co-obligors (for copying)

_____ Current Motor Vehicle Registration (for copying).

_____ **\$75.00** per person in form of Cash, Money Order, Cashier's Check (not a personal check) or Wire Transfer. Please make payable to Cynthia Gardens Rental Apartments for all appropriate fees. **We apologize for any inconvenience to you but NO personal checks will be accepted for any move in payments.**

_____ All completely filled out application *with notary on Page 4 if not signing at the rental office.* A separate application is required for every individual who will be occupying the premise or co-signing for someone who will be occupying the premise and are over the age of 18 years.

_____ Provide one or more of the following as Proof of Income (**for copying**): **Two most recent pay stubs, OR letter on company letterhead confirming your hire with anticipated income, OR letter from CPA verifying income OR last years tax return if you are still at the same job.**

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## QUALIFICATIONS REQUIRED TO LEASE AT CYNTHIA GARDENS RENTAL APARTMENTS

### **Income Requirements?**

**Two times the rent (Minimum per month of whatever your rental amount is multiplied by two).** No restrictions if you make more than two times the rent.

### **How many people will occupy the apartment?**

A family may occupy a unit if it does not exceed two persons per bedroom, plus a child who is less than 24 months old and sleeps in the same bedroom with their parent, guardian, legal custodian or person applying for that status. If the number of people applying for the apartment exceeds these guidelines, the application will be rejected.

If a resident with a child less than 24 months old violates the occupancy guidelines, the resident will be required to move out.

For the purpose of this occupancy policy, a family shall consist of the following: one or more individuals who have not attained the age of 18 years being domiciled with (1) a parent or another person having legal custody of such individual or individuals; or (2) the designee of such parent or other person having written permission of such parent or person. The term "family" shall also apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years. Our policy is to conform to local and state requirements to the extent that they require a different standard than stated here.

### **Do you intend to live with a pet on property?**

There is a one time pet fee of \$450 with a limit of two cats and a pet addendum must be signed with the lease before move in.

### **Have you ever been evicted from any leased premises or had a judgment placed against you?**

Please explain details to leasing agent and provide related documentation.

### **Have you ever been convicted of a misdemeanor or felony?**

Please explain details to leasing agent and provide related documentation.

A criminal background check is done on all applicants over the age of 18. The application will be rejected for any of the following reasons if they have occurred whether or not jail time was served or adjudication was withheld:

Felony or misdemeanor convictions against persons or property; drug, prostitution, and/or sex related convictions, sexual predator or offender listing, terrorist or cruelty to animals related convictions, "guilty" or "no contest" pleas to any of the above, active status on probation or parole resulting from any of the above.

CYNTHIA GARDENS RENTAL APARTMENTS APPLICATION FOR RESIDENCY

Applicant has submitted the sum of **\$75.00** as a Resident and/or as a Co-Obligor which is a non-refundable payment for a background check, credit check, rental verification and processing charge for this application. All adults (18 years or older) must submit a separate application. Minor's (less than 18 years old) information must be included on their legal guardian's application. Such sum is not a rental payment or security deposit. This amount will be retained by Management to cover the cost of processing this application as furnished by the Applicant. Any false information will constitute for rejection of application. The undersigned warrants and represents the information on this application to be true and correct. All persons or firms named may freely give any requested information concerning me, and I hereby waive all rights of action for any consequences resulting from such application.



Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

- 1) Circle Apartment Type Desired: *//// STANDARD //// PARTIALLY UPGRADED //// FULLY UPGRADED ////*
- 2) Length of Lease Desired: \_\_\_\_\_ **(Please note that short term leases may not be eligible for all specials. Please ask a leasing agent for more details if you are interested in a short term lease.)**
- 3) Date You Wish To Move In: \_\_\_\_\_
- 4) Applying as (circle one): */// RESIDENT /// OCCUPANT (under 18) /// CO-OBLIGOR ///* **(Residents and Co-Obligor's must complete separate applications. Occupants under 18 must be listed on Resident application.)**
- 5) Will You Be Applying On Your: */// OWN /// WITH ANOTHER APPLICANT /// WITH A COSIGNER ///*
- 6) How did you hear about Cynthia Gardens?  
\_\_\_\_\_
- 7) Circle Preferences: *//// GROUND FLOOR //// SECOND FLOOR ////*
- 8) Special Requests: (such as certain location, etc.) \_\_\_\_\_

(Although preferences/requests will be taken into consideration to help place you where you are most comfortable, they are not guaranteed.)

For specific details regarding what will qualify an applicant, please see pg 3:

How many people will occupy the apartment: \_\_\_\_ List all except yourself below.

Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Do you intend to live with a pet on property? \_\_\_\_\_ (if yes, what type \_\_\_\_\_)

Have you ever had any judgments or had a judgment process begun at a leased premise? \_\_\_\_\_

Do you have any outstanding balances due at a leased premise? \_\_\_\_\_

Have you ever been evicted or had an eviction process begun at a leased premise? \_\_\_\_\_

Have you ever been convicted of a misdemeanor or felony? \_\_\_\_\_

Name~**PRINT CLEARLY**~(First, Middle, Last): \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Income: \_\_\_\_\_ per month Other Income: \_\_\_\_\_ per month

Cell Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Home Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_

Current Address: \_\_\_\_\_ Apt #) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip) \_\_\_\_\_

Monthly Rent or Mortgage Payment Amount: \$ \_\_\_\_\_ (please circle Rent or Mortgage) **If you have listed any additional income, please explain where the income is coming from below** (please provide proof for copying \_\_\_\_\_)

CYNTHIA GARDENS RENTAL APARTMENTS APPLICATION FOR RESIDENCY

**Vehicle Information:**

Color of Vehicle: \_\_\_\_\_ Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

Plate/Tag Number and State: \_\_\_\_\_ Condition of Vehicle: \_\_\_\_\_

(If you do not know your plate number and do not have your vehicle with you, it is listed on your vehicle registration)

**Current Employer (business name):** \_\_\_\_\_

Your title or position: \_\_\_\_\_

Address of workplace: \_\_\_\_\_

Name of manager and telephone number: \_\_\_\_\_

How long have you worked for above employer? \_\_\_\_\_

**Previous Employer (business name):** \_\_\_\_\_

Your title or position: \_\_\_\_\_

Address of workplace: \_\_\_\_\_

Name of manager and telephone number: \_\_\_\_\_

How long did you work for above employer? \_\_\_\_\_

List 2 or more **Emergency Contacts: (Can be family, friend, pastor etc but cannot be two individuals from same household and cannot be employer or co-worker.)**

(1) Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Relationship: \_\_\_\_\_

(2) Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Relationship: \_\_\_\_\_

(3) Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Relationship: \_\_\_\_\_

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CYNTHIA GARDENS RENTAL APARTMENTS APPLICATION FOR RESIDENCY

DEPOSIT TO HOLD SPECIFIC UNIT: The undersigned warrants and represents the information on this rental application to be true and correct. All personal or firms named may freely give any requested information concerning me, and I hereby waive all rights of action for any consequences resulting from such information. I hereby deposit the following with management as a good faith deposit in connection with this application for residency:

**See receipts issued for application fees and any deposits left with application to reserve a unit.**

If my application is accepted, I understand the security deposit will become my refundable security deposit upon meeting the terms of the lease and the community rules and regulations. If for any reason management decides to decline my application, then management will refund the security deposit to me in full.

If this application is approved and I fail to occupy the premises on the agreed upon date, except for delay caused by construction or the holding over of a prior resident, and if I do not notify management of my intent to cancel in writing within 72 hours of my application date, I understand management will assess damages against the deposit for the amount of rent lost and any expenses incurred due to my cancellation. Therefore, I agree to forfeit the full amount of deposit and fees.

Applicant has submitted the sum shown on Page 4 which is a non-refundable payment for the processing of this application. Such sum is not a rental payment or security deposit. This amount will be retained by management to cover the cost of processing the application as furnished by the applicant.



\_\_\_\_\_ **Applicant Signature**

\_\_\_\_\_ **Date**

**NOTARIZATION REQUIRED IF APPLICANT DOES NOT SIGN AT LEASING OFFICE:**



\_\_\_\_\_ Notary Signature & Stamp or Seal

**THE LEASE AGREEMENT WILL NOT BECOME EFFECTIVE UNTIL THIS APPLICATION IS APPROVED BY MANAGEMENT.**

Title VIII of the Civil Rights Acts of 1966 makes discrimination based on race, color, religion, sex, or national origin illegal in connection with the rental of most housing. The Federal agency which administers compliance with this law concerning this company is the Department of Housing and Urban Development.

Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex or marital status. The federal agency which administers compliance with this law concerning this company is the Equal Credit Opportunity, Federal Trade Commission, Washington, DC 20580.

# RENTAL HISTORY

CYNTHIA GARDENS RENTAL APARTMENTS APPLICATION FOR RESIDENCY  
Rental Office 1675 NW 4 Avenue, Boca Raton, FL 33432 \* Telephone: 561.395.7602

**VERIFIER:** The following individual has submitted an application for residency at Cynthia Gardens. The approval of this application is contingent upon receiving rental verification history. **Please fill out this form and fax to 561-395-1498.** We appreciate your assistance.

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**Applicant Section:** Please read all terms, sign and fill out form in this section.

I hereby authorize landlord to obtain information it deems desirable in the processing of my application including: credit reports, civil or criminal actions, police and vehicle records, rental history, employment and salary details, and any other relevant information, and release landlord, its employees and agents from all liability for any damage whatsoever incurred in furnishing or obtaining such information. Upon approval and acceptance, the applicant agrees to execute a lease before possession is given. The applicant hereby waives any claim for damages by reason of non-acceptance of this application which the landlord or his agent may reject without stating reasons for doing so. It is further agreed that if any information herein is false, the lease made on the strength of this application may, at the option of the landlord, be terminated at any time.

Name **~PRINT CLEARLY~** (First, Middle, Last): \_\_\_\_\_

 Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## #1 CURRENT RENTAL HISTORY ~ RESIDENT PORTION:

Address: \_\_\_\_\_ (Apt #) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip) \_\_\_\_\_

Dates lived: from \_\_\_\_\_ to \_\_\_\_\_ Were you on the lease? (yes or no) \_\_\_\_\_

Name(s) of any person(s) on the lease with you \_\_\_\_\_

Name of Apartment Complex: \_\_\_\_\_ Name of Manager: \_\_\_\_\_

Rent Amount \$ \_\_\_\_\_ per month Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

## #2 PREVIOUS RENTAL HISTORY ~ RESIDENT PORTION:

Address: \_\_\_\_\_ (Apt #) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip) \_\_\_\_\_

Dates lived: from \_\_\_\_\_ to \_\_\_\_\_ Were you on the lease? (yes or no) \_\_\_\_\_

Name(s) of any person(s) on the lease with you \_\_\_\_\_

Name of Apartment Complex: \_\_\_\_\_ Name of Manager: \_\_\_\_\_

Rent Amount \$ \_\_\_\_\_ per month Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

## #3 PREVIOUS RENTAL HISTORY ~ RESIDENT PORTION:

Address: \_\_\_\_\_ (Apt #) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip) \_\_\_\_\_

Dates lived: from \_\_\_\_\_ to \_\_\_\_\_ Were you on the lease? (yes or no) \_\_\_\_\_

Name(s) of any person(s) on the lease with you \_\_\_\_\_

Name of Apartment Complex: \_\_\_\_\_ Name of Manager: \_\_\_\_\_

Rent Amount \$ \_\_\_\_\_ per month Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_