



## **Rental Application Policy**

Thank you for applying for a rental residence with Bianchi Realty and Property Management. Please review our application policies and procedure

**Every party over the age of 18 planning to live in the property will need to complete an application.**

Bianchi Realty and Property Management 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**
- 7. Pet Criteria**

Please read this document carefully before signing. It is the policy of this management company that applications must be complete and all fees paid prior to submission for consideration. Please make sure you provide a current phone number and email. We will use them for correspondence during the application process.

### **A Complete Application Will Contain:**

- 1. Signed Rental Application Policy and Procedures Form/Signed Privacy Notice**
- 2. Residential Lease Application; (One for each individual 18 years and older)**
- 3. \$55 Application fee for each Lease Application submitted**
- 4. Photocopy of a Valid Driver's License or other Government Issued Photo ID for each Residential Lease Application submitted**



5. **Verifiable Proof of Income including:**
  - A. **2 Months of Bank Statements with a visible name**
  - B. **Up to 2 months of pay stubs or 2 years of tax returns if self-employed/1099**
6. **Completed Pet & Animal Policy Profile**  
***(ALL Applicants MUST complete a Pet & Animal Policy Profile. If NO Pet or Animal is being considered for the property you will sign the NO PET Policy Agreement)***

### General Rental Criteria

#### **Two Years of Good Rental History:**

No Forcible Entry & Detainers (Evictions) unless you have a verifiable documentation of landlord irresponsibility at any point in rental history. However, an FE&D due to property damage by the resident will not be accepted under any circumstance. 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 must have a qualified cosigner - the cosigner must be a resident of Florida, have a good credit history and be willing to sign the lease. We can accept base housing as rental history.

#### **Verifiable Gross Income:**

Minimum of 2.5 times the rent charged on the residence.

#### **Criminal Background Check:**

Residency may be denied due to criminal history (see Criminal Background Criteria)

#### **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 or Rhino Insurance Policy will be required. All lease holder's credit scores are averaged. See below:

Credit Score below 550 will be declined

Credit Score 550-600: 2.0 times Security Deposit will be required due to Risk.

Credit Score 600-619: 1.5 times Security Deposit will be required due to Risk.

Credit Score 620 or above: No additional Security Deposit will be required due to Credit Score

#### **Viewing:**

Our Properties can be previewed at no cost. Our leasing consultants will be happy to arrange a showing for qualified candidates on any of our available properties. You may also preview our



available properties 24 hours a day online at [www.brendabianchi.com](http://www.brendabianchi.com). Click on the Listing tab and select "Homes for Rent".

#### **Application Process & Time Frame:**

- The application process can take between 2-3 days. In some cases approval of homeowner associations, condo associations, homeowners, or unforeseen circumstances may require some applications to take longer. You will be contacted immediately upon determination of approval or denial. All adult applicants over the age of 18 must submit a fully completed, dated and signed rental application and application fee. To fill out the application, go to our website at: [www.brendabianchi.com](http://www.brendabianchi.com) and click on the "Listing Tab" and select "Homes for Rent" in the dropdown. Select the property you want to apply for and click on "Apply Now".
- No rental property will be held vacant for more than two (2) weeks, unless approved by Bianchi Realty & Property Management, Inc.

#### **Cost:**

- If you decide to apply to rent one of our properties, there is a \$55 fee per adult application fee that is "non-refundable". Incomplete applications will not be considered and application fees will be refunded for incomplete applications.
- If you have a pet, we require all pets to be screened by Pet Screening.
- Our leases are currently prepared by an Attorney at Law to comply with Florida laws. If you are the successful leasing candidate, there is a one-time lease closing cost of \$150.00 to cover our administrative cost, the cost in preparing your lease and setting up and maintaining the security deposit.
- Some Homeowner and Condo Associations may require a separate application and fees and if such is the case, you must also apply separately to such homeowners or condo association and remit whatever other application fee may be required.

#### **The Application:**

- Upon receipt of your rental application and application fee, you can expect and hereby authorize that we will (1) check your credit report; and (2) check the public records for any past evictions; and (3) verify your employment; and (4) verify your previous landlord references; and (5) verify you have 2 months reserves (6) complete a criminal background check. We would encourage you not to apply if you have bad credit, bad references, have ever been evicted in the past or have a criminal record. Co-signers may be considered on an individual basis.
- Once you have been notified of your approval, you must place (at a minimum) a holding deposit, equal to at least ½ a full month's rent, within 48 hours of your approval notification. Once approved and payment of the holding deposit is paid your holding deposit is non-refundable. In the event that you fail to enter into the lease agreement or



refuse to take possession of the property on or before you have applied for the beginning rental date, you shall forfeit these funds as liquidated damages. Due to the high demand for rental homes, we will not hold the property you applied for off the rental market for more than 48 hours unless you provide the required holding deposit. If you do not comply with this requirement, we may rent the home you applied for to someone else, and your application fee is non-refundable.

- All applicants must see the interior of the property before an application can be submitted. Any rental applications made for a property site unseen, must complete a separate Site Unseen addendum. Inquire with our office to complete this document. The property must be accepted in "AS-IS" condition before an application can be accepted, except where there is written agreement for maintenance or repair items. Any such maintenance or repair request (if any) must be written and included with your application under "Other Items Requested", in the contract-to-lease portion of your application. If your maintenance and repair requests are acceptable to Bianchi Realty & Property Management, Inc., then that agreement will be written in the lease or lease addendum. Verbal representations are non-binding. In the event that the manager shall receive two or more unrelated applications for the same property, the applicant understands the manager may select the applicant desiring the property in "AS IS" condition, over another applicant requesting maintenance or repairs.
- All initial funds, the holding deposit - first month's rent and security deposit must be paid by certified funds payable to "Bianchi Realty & Property Management Inc." 48 hours before the tenant takes possession of the property. If initial funds are to be paid by electronic ACH payments, applicants must deposit these funds 14 days prior to move in date. Subsequent months thereafter **must** be paid by electronic ACH payments or credit cards.

#### **Resident Selection Criteria:**

- Applicants must have a combined gross income of at least 2.5 times the monthly rent. Income must be verified in writing. Applicants will need to provide 2 most recent pay stubs. A minimum of two years residential history is required. Rental history must be rated satisfactory or better, with no record of evictions. We reserve the right to require a cosigner and/or a higher security deposit. Co-signers are accepted at the manager's discretion only, must meet all requirements, and must reside in the State of Florida.
- Self employed applicants may be required to produce upon request two (2) years of signed tax returns or IRS 1099 forms. Non-employed applicants must provide proof of income.
- Credit history and/or Civil Court Records must not contain slow pays, judgments, eviction filings, collections, liens or bankruptcy within the past three (3) years. We will not provide you with the credit report or tell you of its contents; however, we will provide you with the name of the credit reporting agency so you may receive a copy from the credit bureau.



All information collected for the approval or denial of this application is considered confidential in nature and for company use only.

- If you have been convicted of a felony within the past seven (7) years, this is cause for rejection. Applicants with a felony record that was adjudicated guilty or had adjudication withheld for the past seven (7) years, or any conviction of any length of time for any drug related, sexual related, murder related, violent related or arson related crime can be a cause for denial. No Sex offenders. See Criminal Background Criteria.
- Valid current photo ID documentation (driver's license, military ID, or State ID) is required.
- Previous rental history reports from previous landlords must reflect timely payment, sufficient notice of intent to vacate, no complaints regarding noise, disturbances or illegal activities, no NSF checks, and no damage to rental property or failure to leave the property clean and without damage when you left the property.
- Current occupancy standards are a maximum of 2 persons per bedroom, except for infants under 4 years of age. However, some city and county municipalities and/or homeowners associations prohibit more than two (2) unrelated adults to reside in a single family dwelling unit.
- No pets (with the exception of medically necessary pets) of any kind are permitted without the specific written permission of Bianchi Realty & Property Management, Inc. in the lease document, (a pet addendum to lease), and an additional Non-refundable pet application fee of \$100 for the first pet and \$50.00 for each additional pet. Please see the Pet Policy section in this document.
- Some Homeowner and Condo Associations may require a separate application. If so, you must also apply separately to such association and approval by the homeowners or condo association is a necessary prerequisite to our approval of your application.
- Security deposits are security for faithful performance by tenants of all terms, covenants, and conditions of the lease agreement and tenants may not dictate that the security deposit be used for any rent due. Unless claimed due to a breach of lease or damages, the security deposit is refundable when the tenants move out of the property at the expiration of the lease term. Security deposits range from the equivalent of 1 one months rent to 2 times the rent depending on combined credit score. We do offer Rhino Deposit Insurance in lieu of cash deposits if applicable and preferred by applicants. Please inquire for more information about Rhino insurance and to receive a quote for coverage.
- Any exceptions to these criteria will need to be submitted in writing to Bianchi Realty & Property Management, Inc. for consideration. If approval is then given for such exceptions, additional security deposit, co-signers and/or additional "higher" rent may be required.



### **Other Issues:**

- Rents quoted are the rental amounts due if paid on time, (on or before the 1<sup>st</sup> of each month by 5:00 PM) otherwise; late fees and posting fees will be charged per your lease.
- Keys will be released on the first (1<sup>st</sup>) day of occupancy as stated in the lease agreement. Request for keys earlier must be accompanied with additional pro-rated rent and must have Bianchi Realty & Property Management, Inc.'s prior approval.
- Maintenance and Repair- When you rent a home from our company, we strive to ensure that all items are in good working order. Please report any maintenance or repair request during your first 5 days of possession through the provided maintenance repair portal. Thereafter repairs will be handled per your lease.
- Multiple Applications – It is entirely possible that Bianchi Realty & Property Management, Inc. may receive multiple applications from unrelated individual applicants on the same property at approximately the same time. If such is the case, we will process what we (in our sole discretion) deem the best applicant, which may not necessarily be the first application received. In a multiple application situation, if your application is not processed, your application fee will be refunded.
- Leasing Consultants- Bianchi Realty & Property Management, Inc. provides leasing consultants to grant you access to preview our properties, to distribute rental information, rental process and application disclosures. The leasing consultant is not authorized to negotiate on behalf of Bianchi Realty & Property Management, Inc. Verbal representations are non-binding. Once your application is submitted to Bianchi Realty & Property Management, Inc. the approval/denial and negotiation process (if any) will be handled by the property manager in charge of the property for which you are applying.
- This “Rental Process and Application Disclosure” is hereby made an integral part of my/our rental application. I/we do hereby acknowledge that I/we understand and agree to the terms of application and rental process as described herein. I/we further acknowledge that I/we have seen and previewed the rental property (both inside and outside) for which we are applying.



### **Criminal Background Criteria**

#### **Disqualification From Residency for Life (Convictions Only)**

First or Second Degree Murder  
First Through Third Degree Assault  
Kidnapping  
First Through Fourth Degree Criminal Sexual Conduct  
Arson  
Harassment and Stalking  
An Attempt to Commit one of the above crimes  
A conviction in another jurisdiction that would be a violation of the above crimes

#### **Disqualification From Residency For 10 Years After the Completion of Their Sentence (Convictions ONLY)**

Third Degree Murder  
Second Degree Manslaughter  
Criminal Vehicular Homicide or Injury  
Simple or Aggravated Robbery  
Any Felony Drug or Narcotics Convictions  
False Imprisonment  
Carrying a weapon without a permit or any other weapons charge  
Felony Theft  
Felony Forgery  
Felony Burglary  
Terrorist Threats  
Felony Controlled Substance  
An Attempt to commit one of the above crimes  
A Conviction in another jurisdiction that would be a violation of the above crimes

#### **Disqualification From Residency For 5 Years After the Completion of Their Sentence (Convictions ONLY)**

Non-Felony Violation of Harassment and/or Stalking  
Fourth Degree Assault  
Any Misdemeanor Drug or Narcotics Conviction  
An Attempt to commit one of the above crimes  
A Conviction in another jurisdiction that would be a violation of the above crimes

### **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 publically, 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 Florida 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 Florida 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.

#### **Pet Policy**





Bianchi Realty and Property Management has a very basic pet policy. There is a \$100 non-refundable pet application fee required for the first pet and \$50 for each additional pet. A \$200 additional refundable deposit is required for the first pet and \$100 for each additional pet. Some properties may require higher pet fees or weekly pet fees depending on the Pet FIDO score. FIDO score is determined through a Pet Screening company at \$20.00 for the first pet, \$10.00 for each additional and no charge for service animals. If a higher pet fee or rent amount is required, you will be notified at the time of the application. Regardless of prior consent, Bianchi Realty and Property Management 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.

Bianchi Realty and Property Management charges a monthly pet fee each month for each of your animals. This fee is paid along with your monthly rent. This fee is collected on each pet at the property. The charges breakdown as follows for different types and sizes of animals:

**Pet Fee (Paid Monthly with Property Rent)**

Domestic Dogs (per dog)	(1 lb - 39 lbs) \$20 / (40 lbs - 99 lbs) \$30 (100 lbs - 150 lbs) \$40 / (151 lbs +) \$50
Domestic Cats (per cat)	\$20
Birds (per cage) Small Breeds (ie. Budgies & Finches) Large Breeds (ie. Parrots & Cockatoos)	Small Breed - \$10 / Large Breed - \$20
Caged Animals (per cage) (Hamsters, Gerbils, Guinea Pigs, etc)	\$10
Water Filled Tanks "Fish Tanks" (per tank)	(10 - 24 gals.) \$10 / (25 gals. +) \$15
Farm/Exotic Animals	<i>Case By Case Basis</i>

*No Vicious Dog Breeds are allowed due to insurance purposes*

**Build Your Credit History with Bianchi Realty and Property Management**

Credit history has a big impact on your access to interest rates you pay for: credit cards, mortgage loans, car payments, etc. We offer a program that allows renters to build their credit by making on-time payments just as homeowners do by paying their mortgage.

**HOW IT WORKS:**

Renters Sign Up: Your account is automatically set up as soon as you join the Bianchi Realty



and Property Management Credit Reporting Program.

**Rent Verification:** As a Bianchi Realty and Property Management tenant our system automatically verifies your rental payment information so it can be included in your credit report.

**Rental History to Credit Bureau:** Every month we provide your rental payment history to at least one national credit bureau.

**Credit Score Impact:** Once you start the program, your credit history and credit score will be updated in as little as 10 days. Including rental payment history allows you to establish and build credit history.

Participation in this credit reporting program is \$17.50 a month. If you would like to enroll please inquire with Bianchi Realty and Property Management.

\*Credit Reporting Program Disclaimer: Enrollment in the Credit Reporting Program does not guarantee a tenant's credit score will improve.

### **Privacy Notice**

You have chosen to do business with Bianchi Realty and Property Management 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". Nonpublic 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 will not disclose nonpublic personal information about our customers or former customers to nonaffiliated third parties, except permitted by law.

Bianchi Realty and Property Management recognizes and respects the privacy expectations of our customers. 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 Bianchi Realty and Property Management.

Applicant's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

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