

AMERICAN REALTY & MANAGEMENT

25 1st Street N.E.

Mason City, IA 50401

Office: (641) 424-6705 Fax: (641) 424-8017

APPLICATION FOR TENANCY

This is an application for tenancy under American Realty & Management, Inc. Each applicant must be at least 18 years of age and provide a government issued photo I.D. We check references for all applicants. We do **not** rent to anyone whose references cannot be contacted. We do **not** allow anyone to move in immediately. We rent to the most qualified applicant meeting all requirements, not the first applicant for an apartment. We make decisions based on personal history. We may require a co-signer. **There is a \$20.00 non-refundable credit report fee per adult, due before applicant can be approved for tenancy. American Realty & Management, Inc. has a NO PET policy.**

NAME: _____ DATE OF BIRTH: _____

PHONE#: _____ EMAIL: _____

CURRENT ADDRESS: _____

ID/DL#: _____ STATE: _____ SS#: _____

EMPLOYER: _____ HOW LONG: _____

PREVIOUS EMPLOYER: _____ HOW LONG: _____

CAR MAKE/MODEL: _____ LIC#: _____

Names and relationship of minor children who will occupy the unit, including ages:

1. _____ Relation: _____ Age: _____

2. _____ Relation: _____ Age: _____

3. _____ Relation: _____ Age: _____

RENTAL REFERENCES:

Name: _____ Phone: _____

Name: _____ Phone: _____

OFFICE USE ONLY

BG: _____	CRED: _____	ID: _____	REF: _____	DISC: _____
APARTMENT: _____				
DEPOSIT: _____	RENT: _____	MOVEIN: _____		

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APPLICATION QUESTIONNAIRE

All applicants must complete this questionnaire in full to be eligible for tenancy through American Realty & Management, Inc. Incomplete or false statements can result in immediate disqualification of applicants in their entirety.

	YES	NO
Are you currently renting?	[]	[]
Have you ever been convicted or plead no contest to illegal use, possession, manufacture, or distribution of a controlled substance?	[]	[]
Have you ever been convicted of a felony or aggravated misdemeanor?	[]	[]
Have you ever been convicted or plead “no contest” to any sex offender charge?	[]	[]
Are you required to register as a sex offender in any state?	[]	[]
Have you ever been a defendant in a forcible entry and detention (FE&D or eviction) action?	[]	[]
Have you ever been a defendant in a money judgment action for unpaid rent or utilities?	[]	[]
Do you have any adverse conditions or situations that will show up on your credit report?	[]	[]
Do you understand that American Realty & Management, Inc. does not allow pets of any kind in any apartment?	[]	[]
Are you currently receiving housing assistance such as HUD, VASH, Section 8, or any other government sponsored program?	[]	[]
Have you lost housing assistance in the past?	[]	[]
Do you need a copy of our reasonable accommodation policy for persons with disabilities?	[]	[]
How many people, including adults and children, will be living in the apartment?	_____	
What is your budget for rent? This does not include utilities.	_____	

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If you have any specific conditional needs for an apartment, such as ground floor, appliances, parking, location, or other needs, please list them below:

How did you hear about American Realty & Management, Inc., and our apartments?

DISCLAIMER STATEMENT

Persons other than those specifically named on the application will **NOT** be permitted to occupy the dwelling without written consent of the landlord.

Acceptance of this application by the landlord shall not constitute a completed agreement to rent the premises. Both parties must also sign a formal written Rental Agreement, or Lease. All applicants must sign the Rental Agreement and pay appropriate rent due for that month before moving into the premises. If the applicant required a co-signer to be eligible for tenancy, all co-signer(s) must also sign the Rental Agreement before the applicants move onto the premises.

A security deposit equal to one month's rent is required for each apartment. Acceptance of a security deposit for a specific apartment represents the applicants' approval for tenancy, and will be held until such time as the lease is fulfilled. In the event the applicant refuses or is unable to sign the Rental Agreement within thirty (30) days of receipt of the security deposit by American Realty & Management, Inc., it is understood and agreed the security deposit is forfeit and will **NOT** be refunded.

The information provided in this application will not be sold or distributed to any third party, and is strictly for the use in determining tenancy through American Realty & Management, Inc.

The applicant, by signing this application, understands a one-year lease is required; security deposit is equal to one month's rent; there are no pets allowed in any apartment. Applicants must supply a government-issued photo identification at the time of application. Upon signature, applicant understands they must pass a criminal background and credit report check. Applicants give American Realty & Management, Inc. permission to run both a criminal background and credit reporting check on the applicant, and will be charged a \$20.00 non-refundable reporting fee. Failure to provide the reporting fee will prevent the applicant from placing a security deposit on a rental property.

American Realty & Management, Inc. conforms to and follows all Fair Housing Act laws. The applicant is entitled to a Reasonable Accommodation Policy for Persons with Disabilities, as outlined in the Fair Housing Act, upon request at no charge. The applicant is also entitled to a Reasonable Accommodation form from American Realty & Management, Inc. upon request at no charge.

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By signing this application, I certify that the above information included in this application is true and correct to the best of my knowledge, and that I have read the application and the attached forms and agree to all terms within. I understand that this application will be checked for accuracy, and I authorize the verification of references, employment, background/criminal information, and credit.

Signature: _____ **Date:** _____

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Application Waiver and Disclosure Statement

Applicant's Name: _____ Date: _____

1. Above named applicant understands and agrees to American Realty & Management, Inc. performing a credit check on applicant using a third party reporting agency to determine credit worthiness in renting an apartment from American Realty & Management, Inc. **INITIALS:** _____
2. Above named applicant understands and agrees to American Realty & Management, Inc. performing a criminal and civil background check on applicant using a third party reporting agency to determine overall safety, security, and feasibility in renting an apartment to the applicant. **INITIALS:** _____
3. Above named applicant understands and agrees to American Realty & Management, Inc. performing an eviction and civil court check on applicant using a third party reporting agency to determine whether applicant has ever been evicted or had a civil judgement placed against them in civil court. **INITIALS:** _____
4. Above named applicant understands and agrees to the non-refundable charge of \$20.00 for the credit, criminal, and civil background checks explained in nos. 1, 2, and 3. Applicant also understands they are entitled to a full copy of these reports and will be provided to them by American Realty & Management, Inc. at no charge. **INITIALS:** _____
5. Above named applicant understands and agrees to American Realty & Management, Inc. contacting their previous property management companies, owners, and/or landlords and asking them the following questions:
 - a. Did he/she rent from you?
 - b. Did he/she pay their rent on time?
 - c. Did he/she pay a security deposit to you for the location they rented?
 - d. Did he/she receive their security deposit upon vacating the rental?
 - e. Was the rental location left in good condition upon the tenant's vacating?
 - f. Would you rent to him/her again?

INITIALS: _____

6. Above named applicant understands and agrees if they put down a security deposit on a rental property managed by American Realty & Management, Inc., and decide not to move into said rental property within thirty (30) days, the security deposit is forfeited and will not be returned without prior written agreement signed by both the applicant and a property manager of American Realty & Management. **INITIALS:** _____
7. Above named applicant understands and agrees a security deposit is not a lease or contract to lease a rental property. American Realty & Management, Inc. reserves the right to deny an applicant a rental lease after the security deposit is received. If American Realty & Management Inc. denies the rental lease, the security deposit will be returned, in full by check, no later than seven (7) business days after the rental lease is denied. **INITIALS:** _____
8. Above named applicant understands their rights as a tenant in the state of Iowa. **INITIALS:** _____

Applicant _____ Date: _____

Property Manager _____ Date: _____

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Guidelines for Criminal Background Checks of Prospective Tenants

In accordance with the Fair Housing Act, American Realty & Management, Inc. endeavors to follow specific policies and practices regarding the use of criminal background checks to validate and vet a prospective renter for tenancy. To fully illustrate those policies, this article will stand as the reference used by American Realty & Management, Inc. in those practices.

American Realty & Management, Inc. will not rent to an applicant under the following conditions:

1. If the applicant has been convicted or plead guilty to a felony crime within the past fifteen (15) years.
2. If the applicant has been convicted or plead guilty to more than one (1) felony crime, deriving from separate incidents, in their lifetime.
3. If the applicant has ever, in their entire life, been convicted or plead guilty to any of the following crimes: murder (any degree), attempted murder (any degree), assault with a deadly weapon (any degree), arson (any degree), rape (any degree), theft (first degree).
4. If the applicant has been convicted or plead guilty to an aggravated misdemeanor within the past seven (7) years.
5. If the applicant has been convicted or plead guilty to three (3) or more aggravated misdemeanors, deriving from separate incidents, in their lifetime.
6. If the applicant has a unresolved civil judgement or ruling claim against them from a landlord, property management firm, rental owner, or other private business.
7. If the applicant has been convicted or plead guilty to charges of: vandalism, illegal drug manufacturing, illegal drug distribution, assault, battery, robbery, theft of third degree or above, or breaking and entering, within the past seven (7) years.
8. If the applicant has been released from state or federal criminal detention within the past year.

American Realty & Management will not rent to an applicant with three (3) or more convictions or guilty pleas of the following crimes:

- Illegal Drug Possession
- Simple Assault
- 5th Degree Theft
- Trespassing
- No-Contact Order Violations
- No Liability Insurance Coverage (car insurance)

(Please note: dismissed or not-guilty judgements do not count against the applicant.)

American Realty & Management, Inc. do not consider these crimes in determining validity of prospective tenant's application in regard to their criminal background check:

- Moving violations (includes, but isn't limited to: speeding, failure to stop, failure to maintain control, seat belt violations, etc.)
- OWI/DUI
- Minor misdemeanors not related to any violation listed above (e.g. "jaywalking", car maintenance)