

FAIRWAY GLEN APARTMENTS  
**APPLICATION CRITERIA**

Thank you for choosing Fairway Glen Apartments as your new potential home. We look forward to serving you. Below is a list of our rental qualifications. Please supply us with all the information listed below. All requested information must be received in order to process and evaluate whether your application for rental at our community qualifies for approval. In addition, we ask that you complete the rental application honestly and accurately in its entirety.

**All applicants must meet the itemized criteria below to be considered for tenancy:**

- A. All applicants must fill out their application legibly and accurately. Incomplete or falsified applications will be denied.
- B. Roommates/Co-Residents: In the event there are multiple applications to reside in the same apartment, the information from all applicants will be combined during the verification process. A rental application must be completed for each personage 18 or older.
- C. All applicants must show proof of a state or federal issued photo ID, which must be verified with the information on the rental application. If an applicant's ID cannot be verified it is grounds for rejection.
- D. All requested information or documentation must be supplied within 72 hours from the date of the holding deposit. Failure to supply or failure to timely supply the requested information is grounds for rejection. A rejected applicant may not reapply for a period of six months.
- E. Credit history may not include derogatory credit. A copy of the credit history will be obtained through an outside agency. In order for applicants to receive consideration, applicants **must have at least two positive accounts** and there must be **more positive accounts than negative accounts**. No accounts in a "charge off" status. Lack of credit history may result in an increased deposit.
- F. All applicants must have an income at of least **2.5** times the rent. Written verification or proof of all income such as current month bank statement, last 2 current paycheck stubs or last year's tax returns must be provided. If you have income from child support, disability, or retirement, you must provide proof of them. Continuous employment of at least **1** year(s) is required.
- G. All applicants must have **2** year(s) good rental history, and/or have good mortgage payment history, written verification from the landlord and/or previous landlord maybe required. If renting for the first time, an additional deposit may be required depending on your particular situation.
- H. Any applicant with a public record of an unlawful detainer action or an eviction, owing another landlord or apartment community money and/or having negative rental history will automatically be denied. **NO EXCEPTIONS!**
- I. The following occupancy guidelines will be applied:  
One bdrm: **3** person maximum, Two bdrm: **5** person maximum, Three bdrm: **7** person maximum
- J. Bankruptcies: Bankruptcy must be no less than 2 years old and have been discharged. There can be no new negative credit and the bankruptcy cannot have affected previous landlords. Following the discharge the applicant must have positive, independent rental history. The applicant will be considered under these conditions.
- K. Applicants may be rejected for conviction of fraud, theft, drugs, assault and batter or a violent crime, misdemeanor, or for other convictions of illegal activity.
- L. Applicants may be rejected for behavior displayed during tour or application process that would constitute of a violation of lease policies. Applicant must display the ability to comply with lease policies.
- M. All applications will be processed and reviewed. Depending on each individual situation, credit will be taken into consideration with all of the rental qualifications listed above. Additional deposits may be required depending on your particular situation. Unfortunately, we cannot guarantee that your application will be approved. The application may take up to 3 days to process.
- N. Denied applicants or conditional approvals will be notified in writing of the reason for denial or conditional approval.
- O. All applications will be reviewed and a consumer credit report, public search and/or a investigative consumer report, that discloses the consumer's character, general reputation, personal characteristics and mode of living, will be obtained and a copy of any such report(s) will be provided to the applicant.

Please sign below acknowledging that you have read the above rental qualification procedure.

\_\_\_\_\_  
(Signature of Applicant)

\_\_\_\_\_  
Date

# FPI RENTAL APPLICATION

Apartment Community Name Fairway Glen Apartments

*A separate application is required from each occupant 18 years of age or older.*

Applicant - Last	First	Initial	Drivers License #	Social Security #	Date of Birth
Other Residents			Relationship	Social Security #	Age

### Residence History

<b>Current Address</b>	Address, City, State, Zip				Phone
	Move-In Date	Projected Move-Out Date	Monthly Payment		Own/Rent/Lease
	Landlord or Mortgage Co.		Address, City, State, Zip		Phone
	Reason for Moving				
<b>Previous Address</b>	Address, City, State, Zip				Phone
	Move-In Date	Move-Out Date	Monthly Payment		Own/Rent/Lease
	Landlord or Mortgage Co.		Address, City, State, Zip		Phone
	Reason for Moving				
Will you have any pets?	Describe pet:		Will you have any liquid furniture?	Describe furniture:	

### Employment History

<b>Current Employer</b>	Employer Name		Address, City, State, Zip		Phone
	Supervisor Name	Start Date	Salary per Year, Month, Hour (Circle One)		Position/Occupation
<b>Previous Employer (Circle One)</b>	Employer Name		Address, City, State, Zip		Phone
	Supervisor Name	Start Date	Salary per Year, Month, Hour (Circle One)		Position/Occupation
	Additional Income (Alimony, Child Support or other) Please Explain:				

### Vehicles

Auto #1 - Make	Model	Year	Color	License	State
Auto #2 - Make	Model	Year	Color	License	State

### Banking and Credit References

<small>Loans and Charge Accounts (Dept. stores, credit cards, etc.)</small>			
Credit Reference	Account #	Address, City, State, Zip	Telephone No.
Name of Bank or Savings & Loan (Branch)	Checking Account #	Address, City, State, Zip	Telephone No.
	Savings Account #		
Have you ever filed for Bankruptcy?	When?	Have you ever been evicted or asked to move?	Describe:

### Emergency Contact

Name of Nearest Relative/Contact	Relationship	Address, City, State, Zip	Phone
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### Personal References

Name of Personal Reference	Length of Acquaintance	Address, City, State, Zip	Phone

**APPLICATION PROCESSING FEE \$ 35.00**

In compliance with the FAIR CREDIT REPORTING ACT, this is to inform you that a credit investigation involving the statements made on this application for tenancy of this apartment community is being initiated. I further authorize FPI Management, Inc. to obtain credit reports, character reports and rental history as needed to verify all information put forth in this application. Management reserves the right to terminate at its election if any person knowingly or willingly makes fraudulent statements on this application. It is illegal and against our policy to discriminate against any person because of race, religion, color, sex, national origin or disability.

I understand that I acquire no rights in an apartment until a fully executed rental agreement has been completed and all monies due have been paid. I certify that to the best of my knowledge, all statements are true and complete.	
Applicant	Date

**RECEIPT FOR RESIDENT SCREENING**

<b>Applicant:</b>	<b>Applicant Address:</b>
<b>Owner/Agent (Apartment Community)</b> FAIRWAY GLEN APARTMENTS	<b>Address:</b> 448 TOYON AVE. SAN JOSE, CA 95127
<b>Phone Number:</b> (408) 926-3100	<b>Fax Number:</b> (408) 926-8517

Owner/Manager requested the following reports on the dates listed below and these reports may constitute "investigative consumer reports" and/or "consumer credit reports" as defined by California Law. These reports may provide information regarding the consumer's character, general reputation, personal characteristics, mode of living and/or credit worthiness. These reports are being processed by the reporting agency ("agency") indicated below:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> On-Site Manager, Inc.<br>P.O. Box 1514<br>Los Altos, CA 94023-1514<br>(877) 222-0384 | <input type="checkbox"/> First American Registry<br>1140 Rockville Pike, PMB 1200<br>Rockville, MD 20852<br>(800) 999-9350 |
|--|--|

Requested	Type of Report
	Unlawful Detainer (Eviction) Search
	Consumer Credit Report

If you would like a copy of the report(s), please check the box below, and return it to the Owner/Manager at the address listed above. The report(s) will be sent to you within three business days of their receipt by Owner/Manager.

- Yes, please send me a copy of the reports listed above.

<b>Send Reports to Address (if different than above):</b>		
<b>City:</b>	<b>State:</b>	<b>ZIP Code:</b>

Return this form to: FAIRWAY GLEN APARTMENTS  
448 TOYON AVE. SAN JOSE, CA 95127 (Apt. Community Address)

**NOTICE TO CONSUMER<sup>1</sup>**

California Civil Code Section 1786.16(a)(3), states that a consumer shall be notified in writing regarding any report which may be construed as an "investigative consumer report" that is requested for the purpose of evaluating the consumer's ability to hire a dwelling unit.

California Civil Code Section 1786.22, states in summary that the agency listed above shall supply files and information relating to these investigations during normal business hours and on reasonable notice. Files maintained shall be made available for the consumer's visual inspection either: (1) by certified mail, pursuant to a written request, with proper identification, for copies to be sent to a specified addressee; (2) by telephone, if the consumer has made a written request, with proper identification for telephone disclosure, and the toll charge, if any, is prepaid by or charged directly to the consumer; or (3) in person, upon furnishing proper identification. "Proper identification" shall mean identification generally deemed sufficient to identify a person, including a valid driver's license, social security account number, military identification card and credit card. Only if the consumer is unable to identify himself with the foregoing information may the agency require additional information concerning the consumer's employment, personal or family history. The agency shall provide a written explanation of any coded information contained in the files maintained on a consumer that is to be distributed whenever a file is provided to a consumer for visual inspection. The agency shall provide trained personnel to explain to the consumer any information furnished to the consumer by the agency. The consumer shall be permitted to be accompanied by one other person of his choosing, who shall also furnish reasonable identification. The agency may require the consumer to furnish a written statement granting permission to the agency to discuss the consumer's file in such person's presence. There may be a fee associated with said disclosure.

A fee of \$35.00 has been received from above applicant on \_\_\_\_\_ for an offer to rent. The above payment is to be used for processing the resident screening, including any investigative consumer report and/or consumer credit report.

- No Application Fee Charged

Cost of investigative consumer report, consumer credit report and reference verification	\$ <u>15.95</u>
Labor cost of employees for application processing and verifications	\$ <u>19.05</u>
Total Fee	\$ <u>35.00</u>

- Applicant has given written authorization to run a consumer and/or credit report, including a search of any other public information to evaluate their application to live at FAIRWAY GLEN Apartments, and use the information contained therein for no other purpose, as limited by federal law. Applicant has provided for verification acceptable forms of the identification to confirm applicant's identity.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Management Representative

<sup>1</sup> Owner/Manager does not waive the issue of whether this notice is its legal obligation, but provides such notice to protect the legal right, if any, of the consumer thereto

# EMPLOYMENT VERIFICATION

- Current Employer
- Previous Employment

Current / Previous Employer Information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name)  
(Address)  
(Phone #)

Applicant Information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Whom It May Concern:

Our resident selection policy obliges us to verify certain information about all applicants submitting an application to rent our apartments community. We ask for your co-operation in supplying information on the employment history of the applicant listed above.

Your prompt return of this information will be appreciated. Please complete the portion below and fax back to us at **408-926-8517**.

Sincerely,  
Vy Nguyen  
Community Director  
Fairway Glen Apartments Phone #: 408-926-3100

I hereby authorize the release of the information requested below:

\_\_\_\_\_  
Signature of Applicant                      Date

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Are you a friend or relative of the applicant:    YES            NO

Date of employment from: \_\_\_\_\_ to \_\_\_\_\_

Salary: \$ \_\_\_\_\_ Please circle the following: Weekly / Bi- Weekly / Monthly / Yearly

Is the applicant FULL TIME or PART TIME? \_\_\_\_\_

How many hours does the applicant work a week? \_\_\_\_\_

What is the applicant's position? \_\_\_\_\_

Verified by: \_\_\_\_\_

Thank you for your assistance,  
Fairway Glen Apartments

## RESIDENT SCREENING VERIFICATION

Current Landlord  Previous Landlord  Other: \_\_\_\_\_

\_\_\_\_\_  
Current or Former Landlord

RE: (Name): \_\_\_\_\_

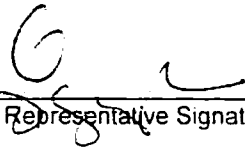
Address: \_\_\_\_\_

Dear Sir or Madam:

Our Resident Selection Policy obliges us to verify certain information about all applicants submitting an application to rent our apartment community. We ask for your cooperation in supplying information on the resident history of the applicant listed above.

Your prompt return of this information will be appreciated. You may fax it to us at 408-926-8517 (fax number).

Sincerely,



\_\_\_\_\_  
Management Representative Signature Date

Fairway Glen Apts 408-926-3100  
Apartment Community Name Phone Number

I hereby authorize the release of the information requested below.

\_\_\_\_\_  
Signature of Applicant Date

\_\_\_\_\_  
Signature of Applicant Date

Are you a relative or friend of the applicant?  YES  NO

Date of Applicant's tenancy: From: \_\_\_\_\_ To: \_\_\_\_\_

Does (did) the applicant have a lease/rental agreement?  YES  NO

### 1. Rent Payment

- a. Amount of monthly rent: \$ \_\_\_\_\_
- b. Has (had) he/she ever paid late?  YES  NO
- c. Has (had) he/she had an NSF check?  YES  NO
- d. Have (had) you ever started or completed eviction proceedings for nonpayment?  YES  NO
- e. Does the applicant still owe you money?  YES  NO
- f. Did the applicant give a 30-day notice?  YES  NO

### 2. Caring for the Apartment

- a. Does (did) the applicant keep the apartment clean, safe and sanitary?  YES  NO
- b. Beyond normal wear and tear, has (had) the applicant damaged the apartment?  YES  NO  
If so, please describe: \_\_\_\_\_ Cost to repair? \_\_\_\_\_
- c. Has (had) the applicant paid for the damage(s)?  YES  NO
- d. Will (did) you keep any of the security deposit? \$ \_\_\_\_\_  YES  NO

## Utility Billing Lease Addendum – Fairway Glen Apartments

This Utility Addendum is incorporated into the Lease and is in addition to all terms and conditions contained in the Lease. To the extent that the terms of this Utility Addendum conflict with any provisions of the Lease, this Utility Addendum controls.

**Purpose of Addendum.** When utility bills are paid by the Landlord ("Management"), residents have no incentive to conserve. This results in an unnecessary waste of our natural resources and adds to the overhead of the property, which can translate to higher rents. A recent (2004) EPA sponsored study showed that properties that bill residents for utilities use, on average, 15.3% less than properties that include the cost of utilities in with the rent.

**Utility Charges ARE NOT Included in Rent.** Resident understands that the monthly rent under Resident's Apartment Lease does not include charges for utilities and agrees to pay for all utilities, including but limited to the utilities covered by this addendum, separate from rent.

**Monthly Utility Billing.** Resident will be billed by Comptrol Technologies for the following utilities on a monthly basis. Charges will be based on Resident's proportionate share of the property's overall expenses for the entire apartment community, including common area charges. The method of allocation used to determine the monthly utility charges for Resident's apartment will be based on:

- Water:** *RUBS (also known as Ratio Utility Billing System).* This charge is not based on your actual consumption. Instead, the property's overall water expense is divided by the total number of occupants at the property to determine a cost/rate per occupant. This rate is then multiplied by the number of occupants in each unit to determine that unit's charges. Because of this, charges will vary from unit to unit. There are no deductions for common areas.
- Sewer:** *Equally Distributed.* The property's overall expense will be equally divided among all occupied units on a flat rate per unit, per occupied day, basis. Because of this, all occupied units at the property (with the exception of prorated move-ins) will be billed at the same rate. There are no deductions for common areas.
- Trash:** *Equally Distributed.* The property's overall expense will be equally divided among all occupied units on a flat rate per unit, per occupied day, basis. Because of this, all occupied units at the property (with the exception of prorated move-ins) will be billed at the same rate. There are no deductions for common areas.

Utility rates will be adjusted on a monthly basis to reflect the property's actual expenses. However, Management may, at their sole discretion, limit the amount billed back to Resident to a set Flat Fee so long as the total billed back to all residents is less than the property's overall expenses. If a set Flat Fee is used, Management reserves the right to switch to the methodology above upon 30 days notice to Resident. This will not be a revenue generator for the property. At no time will the total of utility charges billed to Residents exceed the overall amount charged to the property by the utility providers. The methods of allocation described above are different than the methods used by the utility providers.

### Additional Provisions

1. In addition to payment of the utility charges outlined above, Resident agrees to be responsible for payment of an Administrative Fee (Billing Fee) of \$3.50 per month and a one time New Account Set-up Fee of \$10.00. Resident agrees that the amount of both the monthly Administrative Fee and the one time New Account Fee is fair and reasonable.
2. Resident understands that all charges and fees must be paid in full by the due date printed on each months billing statement. A Late Fee of \$10.00 will be assessed if payment in full is not made by the due date. Resident understands and agrees that determining the actual cost to Landlord and/or Comptrol when Resident fails to pay on time is impractical or extremely difficult to ascertain, but agrees that certain costs do occur and that the \$10.00 Late Fee is fair and reasonable compensation for those costs.
3. All fraudulent, refuted or dishonored payments, whether by check or credit card, will be assessed a \$25.00 Reversal Fee or NSF charge plus applicable Late Fees. Resident understands that the actual cost to Landlord and/or Comptrol when payments are reversed is impractical or extremely difficult to ascertain, but agrees that certain costs do occur and that the \$25.00 Reversal Fee or NSF charge is fair and reasonable compensation for those costs.

4. Resident understands and agrees that these utility charges are considered additional rent and failure to pay their Comptrol account in full by the due date is a violation under the terms of their Lease agreement with Management. Resident further agrees that Management, at their sole discretion, can reject any tendered rent payment that does not include the additional payment of all utility charges and administrative fees due Comptrol. **Resident understands and agrees that Management may bring eviction proceedings against Resident for failure to pay their Comptrol utility bill in full.**
5. When Resident moves from the property, Management will generate a Final Bill that estimates utility charges from the end of the last billing cycle to the expected move-out date. All utility and administrative charges, including the estimated Final Bill, must be paid in full by the move out date. Resident understands and agrees that any outstanding balance due, if not paid in full by the move out date, will be deducted from the Resident's Security Deposit.
6. Resident agrees that Management shall not be liable for interruption or failure of utility services to resident or for any damages or inconveniences caused directly or indirectly by interruption or failure of such services.
7. Landlord has the right to change billing service providers and/or modify the method by which utilities are furnished or billed to Resident during the term of this Lease upon 30 days written notice to Resident.
8. If any part of this addendum is found to be invalid or unenforceable, then that part of the addendum shall not affect the validity or enforceability of the remainder of this addendum.

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 Signature

Date

**Resident Portal.** Residents can login to [www.MyWaterBill.com](http://www.MyWaterBill.com) to make credit card and on-line check payments or to view their utility billing statements and on-line account information. Each resident's User Name and PIN (needed to login) are in the top right hand corner of each months billing statement. Residents can also use the Resident Portal to access additional features and find dispute resolution information.

Questions regarding your monthly billing statements should be directed to:

**Comptrol Technologies, Inc.**  
 1230 W. Washington Street, Suite 207  
 Tempe, AZ 85281  
 Phone: (800) 351-1238 (M-F, 9AM to 5PM)  
 Fax: (602) 392-2262  
 e-mail: [questions@MyWaterBill.com](mailto:questions@MyWaterBill.com)

Comptrol is a third party billing service hired by Management to properly allocate the property's utility expenses back to the residents in a fair and legal manner.

Comptrol IS NOT the service provider of these utilities.