

Privacy Notice

You have chosen to do business with PMI Heart of Texas and we honor that relationship with great care, beginning with the confidential information that may come into our possession during the course of your interaction 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". Non public 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 transactions with nonaffiliated 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 as permitted by law.

PMI Heart of Texas 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 PMI Heart of Texas.



Rental Application Policy and Procedures

Thank you for applying with PMI Heart of Texas for your housing needs. In order to best serve you, we feel it is imperative that you are made aware of, and fully understand our application policies and procedures.

Each adult over the age of 18 years needs to submit an application. The Application Fee is \$60 per adult and it is non-refundable.

Before you apply for the home, read the following information carefully concerning the approval process. If you have any questions, contact our Leasing office during business hours: Monday to Friday 9am to 5pm CST.

PMI Heart of Texas fully complies with federal, state and local Fair Housing Laws. We do not discriminate against persons because of race, color, religion, sex, handicap, familial status, national origin or age. 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 & Terrorist Database Search (Addendum Attached)
- 7. Pet Criteria (Addendum Attached) "Petscreening.com Pet Profile"

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. All completed applications are processed daily (Mon-Fri). All approved applications for the same property may be submitted for final decision.

A complete application will consist of:

- 1. Signed PMI Heart of Texas General Rental Criteria, Rental Application Policy and Procedures Form
- 2. Signed PMI Heart of Texas Privacy Notice
- 3. Completed PMI Heart of Texas Residential Lease Application; (One for each individual 18 years and older)
- 4. \$60 Application fee for each PMI Heart of Texas Residential Lease Application submitted
- 5. Valid Driver's License or other Photo ID for each Residential Lease Application submitted
- 6. Verifiable Proof of Income: PMI Heart of Texas relies on a third-party verification service called **Payscore** to verify income. All applicants will receive an invitation to complete an income screening. This screening costs \$10 per applicant or guarantor. Payscore uses bank-level data security, which eliminates uploading of verifying documents containing Personally Identifying Information.
- 7. Completed Pet Screening Profile (Required whether or not pets are being considered, if no pets, then a free no-pet profile must be filed); Pet Screening Profile



General Rental Criteria

Two Years of Good Rental History

No Forcible Entry & Detainers (Evictions) unless you have a verifiable documentation of landlord irresponsibility. However, and 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 co-signer - the cosigner must be a resident of Texas, have a good credit history and be willing to sign the lease.

Verifiable Income

Minimum Gross Income of three times (3x) the rent charged on the residence and Minimum Net Income of two and a half times (2.5x) the rent charged, as verified by The Closing Docs.

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 will be required. All lease holder's credit scores are averaged. See below:

Credit Score below 500 will be declined

Credit Score 501-549: 2.0 times Security Deposit will be required due to Credit Score Credit Score 550-599: 1.5 times Security Deposit will be required due to Credit Score Credit Score 600-619: 1.25 times Security Deposit will be required due to Credit Score Credit Score 620 or above: No additional Security Deposit will be required due to Credit Score. Co-signers are eligible to help increase your credit score if needed. Qualified co-signer's Credit Score must have a minimum of 700 or higher.

Example:

Applicant 1 Credit Score = 540 + Co-signer 1 Credit Score = 700, Average Credit Score = 620 (No additional deposit needed)

Maximum Occupancy

Please note that these are the maximum number of people who may occupy homes with the number of bedrooms noted:

Efficiency - 2 Occupants	1 Bedroom - 3 Occupants	2 Bedrooms - 5 Occupants
3 Bedrooms - 7 Occupants	4 Bedrooms - 9 Occupants	5 Bedrooms - 11 Occupants



Roommates: 3 or more adults, non-related persons will be considered roommates. There will be an additional Security Deposit required for roommates.

3 Bedrooms - 3 Roommates = 2 times Security Deposit

4 Bedrooms - 4 Roommates = 2.5 times Security Deposit

5 Bedrooms - 5 Roommates = 3 times Security Deposit

Resident Liability Insurance: PMI Heart of Texas requires you to have Resident Liability Insurance. (Addendum Attached)

Credit Reporting Program: PMI Heart of Texas offers an excellent program to build your credit by doing something that you already do, paying your rent on time. (Addendum Attached)

Non-Disparagement Clause: You will be required to sign a Mutual Non-Disparagement Clause with your lease. This Clause protects yourself and PMI Heart of Texas from disparaging comments, verbally or in writing that could be injurious to business, reputation, property or disparaging comments which are false. (Addendum Attached)

Upon Approval:

The applicant(s) will be notified by phone, email or both. Once your application has been approved, you will have 24 hours to submit the required Security Deposit & Cleaning Deposit to secure the property. Once the Security Deposit & Cleaning Deposit have been received, you will have 24 hours to sign the lease once it has been sent to take the property off the market. If the lease is not signed within the allotted time PMI Heart of Texas reserves the right to process the next application received or consider any other approved applications.

Property Condition: Applicant is strongly encouraged to view the Property prior to signing any lease. Landlord makes no express or implied warranties as to the Property's condition. Should Applicant and Landlord enter into a lease, Applicant can request repairs or treatments (see question section below).

Sight Unseen Addendum: If any lease holders have not physically seen the property prior to a lease being signed, a "Sight Unseen Addendum" will be required to be signed by all lease holders.

Lease Processing Fee: There will be a one-time lease processing fee of \$150 charged and it will need to be paid at the time of your lease signing.

Lockbox Move-in Convenience Fee: A fee of \$25 is charged for the convenience of having a lockbox located on the property at the time of move to allow you to have a more convenient move-in process with regards to the transfer of keys. If you do not wish to take advantage of this convenience you can pick up your keys for move in by making an appointment with our office to come by and pick up the keys during our business hours, Only a lessee (name located on the first page of the lease) is authorized to pick up keys for move in and must present their photo ID. (Optional Service - If your move in is within 7 days this service is non-optional & required)

PMI Heart of Texas is an Equal Opportunity Housing Company and our staff are members of the National Association of Residential Property Managers (NARPM®), adhering to a strict Code of Ethics, and to the Federal Fair Housing Law.



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



Pet Policy

PMI Heart of Texas has a very basic pet policy. Most of our properties allow almost any pet you could imagine! We have had Labs and Chihuahuas, cats and mice (not together of course), snakes, ferrets, birds and rabbits. We understand that a pet plays a significant part in many people's lives, so we strive to allow most animals in most of our rental properties. Please make sure to ask if the property that has caught your eye accepts pets. Pet Screening Profiles are required for all animals looking to be accepted in one of our properties. Pet Screenings can be completed by going to: https://www.petscreening.com/referral/7oRX3PWIXotb

The only general restriction we have is that your animal must be one year of age or older. We are willing to work with some puppies and kittens, depending on age and training and the general application information of their owners; however this is handled on a case by case basis (pet rent will be charged according to the anticipated full grown weight of your animal). If you have several pets, please call to make sure that we have a property suitable for a large number of animals. Regardless of prior consent, Heart of Texas 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.

PMI Heart of Texas charges pet rent each month for each of your animals. The term "pet rent" is simply rent you will pay for the allowance of your pet to occupy the rental unit with you. Pet rent is charged on a monthly basis and is paid with your rent. The charges break down as follows for different types and sizes of animals:

Refundable Pet Deposit & Processing Fee for Non-Caged Animals

Processing Fee (non-refundable)	\$200 (one time flat fee)
Pet Deposit (refundable)	\$100 per animal (one time fee)

Pet Rent (Paid Monthly with Property Rent)		
Domestic Dogs (per dog)	(1 lb - 39 lbs) \$30 / (40 lbs - 99 lbs) \$40 (100 lbs - 150 lbs) \$50 / (151 lbs +) \$60	
Domestic Cats (per cat)	\$30	
Birds (per cage) Small Breeds (ie. Budgies & Finches) - Large Breeds (ie. Parrots & Cockatoo	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	Case By Case Basis	

Breeds that are are NOT accepted for Landlord Insurance Issues are as followed:

Pit Bull Terriers, Staffordshire Terriers, Rottweilers, German Shepherds, Presa Canarios, Chows Chows, Doberman Pinschers, Akitas, Wolfhybrids, Mastiffs, Cane Corsos, Great Danes, Alaskan Malamutes, Siberian Huskies, and any mix with these breeds.



Resident Liability Insurance What a <u>Resident</u> Needs to Know

As a condition of our lease, and during its duration, we require all residents to carry liability insurance (minimum \$100,000 coverage) for damages caused to the property resulting from the resident's action or inaction. To satisfy this lease minimum insurance requirement, you have two options:

Option 1: Do nothing and you will be enrolled in our Resident Liability (RL) Insurance Program: This is an easy, convenient, and low cost way to meet your lease requirement but does NOT cover your personal belongings. You pay the monthly premium together with rent. (See Complete details below). Cost \$12.95/month

Option 2: Purchase Renters Insurance from a licensed agent and provide proof of coverage Having renters insurance will meet your lease requirement and also provide protection for your personal belongings from theft or damage. Cost: More than RL policy and depends upon factors including your insurance provider, applicant's creditworthiness, coverage, etc.

Resident Liability Insurance Program Details

Policy Coverage: \$100,000 Legal Liability for damage to property.

The coverage provided by our resident liability program meets the minimum insurance requirements of your lease. The policy covers only your legal liability for damage to the property (covered losses include fire, smoke, explosion, water damage or backup or overflow of sewer, drain or sump) up to \$100,000. The policy is not personal liability insurance or renter's insurance. The policy does not cover any of your personal belongings, additional living expenses, or liability arising out of bodily injury or property damage to any third party. If you are interested in this additional coverage(s), you should contact a licensed insurance agent or insurance company of your choice.

Policy Details: Report all claims, in writing, to your Property Manager.

Please Note: You are under no obligation to participate in our resident liability insurance program. You may satisfy the lease minimum insurance requirement by obtaining and maintaining (during the duration of the lease) a personal renters insurance or liability insurance policy from an insurance agent or insurance company of your choice and providing proof of coverage (adding PMI Birdy Properties as an additional interest on the policy and providing us a copy of the declarations page).

Resident Liability Insurance Policy is provided by Great American E&S Insurance Company 300E. Fourth Street, 20th Floor I Cincinnati, OH 45202 I Toll Free: (877) 429-3816 I Email: <u>FISClaims@gaic.com</u> Program is administered by Beecher Carlson Six Concourse Parkway, Suite 2300 I Atlanta, GA 30328 I Phone: 404-460-



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Build Your Credit History with PMI Heart of Texas It's Simple yet POWERFUL.

You probably already know that credit history has a big impact on how we live our lives. It determines what credit access you qualify for and what interest rate you pay for: credit cards, mortgage loans, car payments, etc. We understand the importance of building credit history and believe that renters should be able 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 PMI Credit Reporting Program.

Rent Verification: As a PMI Heart of Texas 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.

Increase your credit score, Change Your Life!

We believe that changing your credit score is not merely about changing a number. It is about creating access to financial possibilities, so you can live the life you've always wanted.

YES; I would like to be enrolled in the PMI Credit Reporting Program. (\$25/Month)

_____ **NO**; I do not want to take advantage of this great opportunity to add my rental history to my credit report.

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



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 Texas 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 to 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 Texas 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 in enforceable at any time should any party publish a disparaging statement in violation hereof.