



Office: (512) 740-8082

Email: [Leasing@360PropertiesLLC.com](mailto:Leasing@360PropertiesLLC.com)

201 S. Lakeline Blvd, Ste 804, Cedar Park, TX 78613

## Rental Application Policy

Thank you for applying with 360 Properties LLC for your housing needs. To best serve you, we feel it is imperative that you are made aware of and fully understand our application policies and procedures.

Before you apply for the home, read the following information carefully concerning the approval process. If you have any questions, contact: [Leasing@360PropertiesLLC.com](mailto:Leasing@360PropertiesLLC.com) during business hours. Monday to Friday 9am to 5pm CST.

**Step 1:** Complete and Create a Pet screening Profile whether you have a pet or not.

<https://360properties.petscreening.com/>

**Step 2:** Each person 18 years of age and older are required to apply and it must be done online only at: [360properties.quickleasepro.com](https://360properties.quickleasepro.com). The primary applicant should go to website and enter any additional applicant(s)' name and email address. Any additional applicant should follow the emailed link.

Application Fee is \$75 per adult and is non-refundable.

Administration Fee is \$100 and is non-refundable fee. It will be added to the primary applicant application fee when applying for the property online with a credit card.

All 360 Properties, LLC. residents are enrolled in the Resident Benefits Package (RBP) for \$55.00/month which includes renters' insurance, HVAC air filter delivery (for applicable properties), credit building to help boost your credit score with timely rent payments, \$1M Identity Protection, move-in concierge service making utility connection and home service setup a breeze during your move-in, our best-in-class resident rewards program, and much more! More details upon application.

360 Properties LLC 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 & Terrorist Database Search (Addendum Attached)
7. Pet Criteria (Addendum Attached) "Petscreening.com Pet, Animal & No-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 at the time of submission for consideration. All completed applications are processed daily (Mon-Fri, excluding Holidays). All approved applications for the same property may be submitted for final decision.

### An application will contain:

1. Signed 360 Properties General Rental Criteria, Rental Application Policy and Procedures Form
2. Signed 360 Properties Privacy Notice (Full Addendum Attached)
3. 360 Properties Residential Lease Application; (One for everyone 18 years and older)
4. \$75 Application fee for each 360 Properties Residential Lease Application submitted.



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5. \$100 admin fee for primary applicant

**Required Supportive Documentation:**

6. Valid Driver's License or other Photo ID for each Residential Lease Application submitted.
7. Verifiable Proof of Income: (Last 2 months of pay stubs or Last 2 years of tax returns if self-employed/1099)
8. Proof of Funds: (Last 2 Months of Bank Statements if self-employed)
9. Completed Pet Screening Profile (Required by all Applicants); <https://360properties.petscreening.com/>



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## General Rental Criteria

**All qualifying factors below must be met. If they are not met your application will be denied. Some denials can be reversed with a case-by-case approval with an automatic risk mitigation admin fee of \$10 per month. Additionally, all or one of the following may be required: Higher deposit requirement, and required guarantor.**

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

No Forcible Entry & Detainer (Evictions) unless you have verifiable documentation of landlord irresponsibility. However, an Eviction due to property damage or non-payment of rent by the resident will not be accepted under any circumstances. No history of any damage to the residence, or an outstanding balance due to a previous landlord.

### **Verifiable Gross Income:**

Minimum of three times the rent charged on the residence. The ideal rolling positive balance in your bank accounts is equal to 1 Month of Rent & No recurring history of overdrafts.

### **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. If other Rental criteria is not met, a higher deposit may be required despite your credit score. All lease holder's credit scores are averaged. See below:

**Credit Score 1-549 will be declined (no Co-signer allowed)**

**Credit Score 550-599: Potential approval (case by case depending on overall application)**

*Security Deposit equal to 4 times the rent*

**Credit Score 600-649: Approval with conditions**

*Double Deposit required*

**Credit Score 650 or above: Full Approval**

*Standard one month security deposit*

**Guarantor/Co-signers- (If required by mgmt. or being used to boost credit score)**

Must Qualify per above criteria plus have a minimum credit score of 700, and income must be 5 times the monthly rent. *Guarantor/Co-Signer is eligible to also help increase your credit score if needed.*

*Boost Credit Example: Applicant Credit Score 550 + Co-signer Credit Score 700= Average Credit Score = 625*

**Risk Mitigation Fee-** \$10 monthly admin fee on top of rent is charged for the following reasons below.

- Credit Scores of 599 or below will be charged \$75 at Approval prior to lease signing and a \$10/Monthly Risk Mitigation Fee.
- Case-by-case approvals when all qualifications are not met.

*\*Risk Mitigation Fee is required and is not removed due to having a co-signer.*



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**Maximum Occupancy:**

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

1 Bedroom - 3 Occupants

2 Bedrooms - 5 Occupants

3 Bedrooms - 7 Occupants

4 Bedrooms - 9 Occupants

5 Bedrooms - 11 Occupants

**Roommates:** 2 or more adults, non-related persons will be considered roommates.

Minimum of a Double Deposit Due if Full Approval.

**Non-Disparagement Clause:** You will be required to sign a Mutual Non-Disparagement Clause with your lease. This Clause protects yourself and 360 Properties 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 (once you have been notified of approval):**

You will have 24 hours to pay your security deposit electronically via our portal invitation.

Once approved if you choose to not move-in or if you fail to sign your lease agreement within 24 hours of receipt your security deposit/hold fee becomes non-refundable.

Upon 360 Properties receiving your security deposit and (also Risk Mitigation Fee if Applicable) the property will stay on a temporary hold while we type your lease. The lease will be sent out for the agreed upon move in date. (M-F/no holidays) through Docusign for you to review and sign online. You will have 24 hours to review and sign the lease once it has been sent to you. If this is not done within 24 hours 360 Properties may withdraw the approval, retain your security deposit, and proceed with other applicants. \*If an emergency occurs during your 24hrs to sign the lease, reach out to us asap for a one time 1 day extension.

After the lease has been signed, we will take the property off the market. All funds due at move-in must be submitted online through our portal. An activation text and email will be sent to all tenants.

A full month's rent is due 48 business hours prior to move in. If applicable, the second month is prorated and if you are moving in on or after the 20<sup>th</sup> of the month the pro-rate will be due prior to move-in also. Once all fees, rent/prorated rents have been paid, and utility account numbers have been provided we will schedule a time on your lease start date to provide you with your keys.

**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 a lease, Applicant can request repairs or treatments (see question section below).

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

**360 Properties, LLC is an Equal Opportunity Housing Company, a member of the National Association of Residential Property Managers (NARPM®), National Association of REALTORS®, and the Austin Board of Realtors®. Our staff members adhere to a strict Code of Ethics, and to the Federal Fair Housing Law.**



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### **DISCLOSURE OF AGENCY**

360 Properties, LLC agents are acting as agents for the landlord, and do not represent prospective tenants. Although 360 Properties, LLC agents show "For Lease" properties to prospective tenants, they are not acting as tenant representatives and are working as agents of the landlord.

### **TENANT/LANDLORD RELATIONSHIP**

The relationship between a landlord and tenant is a business relationship. A courteous and business-like attitude is required. We reserve the right to refuse rental to anyone who is verbally abusive, swears, is disrespectful, makes threats, is under the influence of drugs or alcohol, is argumentative, or in general displays an attitude at the time of the showing or during the application process that causes management to believe we would not have a positive business relationship.

### **ERRORS & OMISSIONS**

While we make every effort to describe our rental properties accurately, changes can and do take place. Therefore, our descriptions are subject to errors and omissions. Tenants should verify schools, pets, features, etc. Listings do not constitute a guarantee of facts stated.



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## Privacy Notice

You have chosen to do business with 360 Properties, LLC 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 respect 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.

360 Properties, LLC 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 360 Properties, LLC.



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## Criminal Background Criteria

Verification of local and national criminal databases for all occupants 18 years of age and older will be performed. Criminal backgrounds involving sex offenses, violent crimes, prostitution, domestic violence and/or involving the possession of weapons or illegal substances may be grounds for denial of an application. An exception may be made for type and or age of offense, please provide details to your Application and Leasing Coordinator.

### Disqualification From Residency

(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**

# Pet Policy

360 Properties generally has a very basic pet policy, and **ZERO Pet Deposit is required!**

Most of our properties allow dogs, cats, birds, hamsters, rabbits, and fish tanks! No ferrets, reptiles, snakes, or spiders will be allowed. 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 VERIFY individual pet policy per property via the property listing or with your showing agent before applying.

STEP 1: Create a pet profile by going to our Pet screenings & Affirmations page via: [360Properties.PetScreening.com](http://360Properties.PetScreening.com)





STEP 2: Pay Profile app fee of \$30 (ACH or \$25 for credit card processing) per pet.

Pet screening profiles are required for every applicant applying for one of our properties. Pet screening provides a risk level assessment for each pet profile which is based on the overall risk of the pet.

**Pet fees are charged per pet monthly and are based upon the Paw Score Risk Levels for Cats and Dogs below. For non-traditional pets see additional fees below as well.**

## Pet Processing & Lease Addendum Fee for Pets\*

Pet Processing Fee (one-time fee)	\$100 (Per Pet)
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1 Paw - \$80	2 Paw - \$70	3 Paw - \$50	4 Paw - \$40	5 Paw - \$30

## Pet Fee (Paid Monthly with Property Rent)

Dog & Cats	<b>Based upon Paw Score</b>
Birds (per cage) <i>Small Breeds (Ex. Budgies &amp; Finches) - Large Breeds (Ex. Parrots &amp; Cockatoos)</i>	<i>Small Breed - \$10</i> <i>Large Breed - \$25</i>
Caged pets (per pet) Rabbits, Hamsters, Gerbils, Guinea Pigs (no ferrets, reptiles, snakes, or spiders)	<b>\$10</b>
Water Filled Tanks "Fish Tanks" (Per Tank Over 10gals) *max of 50 gal	<b>\$10 per 10 gallons</b>
Fish Tanks over 50Gal	<i>Case By Case Basis</i>

\*Regardless of prior consent, 360 Properties reserves the right to have any pet removed from the property if it is determined that the pet possesses a threat to the safety or condition of the property or any people in the property or community.





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## **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 publicly, 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 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 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 is enforceable at any time should any party publish a disparaging statement in violation hereof.