

KAE Real Estate

KAE Rental Policies and Application Guidelines

KAE Real Estate also herein referred to as "KAE" has established uniform rental policies to determine a prospective applicant's ability and willingness to pay rent on a timely basis. A thorough review of each applicant's identification, employment, income, credit history, and previous residency is required for approval. Negative credit or rental history and/or a low income ratio, may result in a raised security deposit (up to two times the monthly rent amount) or denial of the application.

Credit History: Negative credit reporting, including but not limited to, late payments, repossessions, write-offs, collection accounts, default on loans, and civil judgments may result in an increased security deposit or denial of the application. Applicants with unpaid balances for utilities (electricity/gas, water, sewer, trash, phone, cable, and internet) listed on their credit report must provide proof of payment from the utility provider to KAE prior to application approval. Applicants with no credit history who meet the designated income requirements may be required to pay an increased security deposit up to one month's rent. Copies of credit reports will be provided to applicant upon written request to KAE.

Previous Residency: Failure to provide the location and contact information for the last two years of residency and/or a negative reporting from previous rental verifications may result in an increased security deposit or denial of the application.

Income Verification: Applicants must provide acceptable and verifiable proof of current income equal to or greater than 2.5 times the monthly rent. Acceptable forms of income are: two (2) current pay stubs, a court order document indicating specific financial support from another party, or documentation of periodic government assistance. If an applicant is self-employed, KAE will accept copies of federal tax returns (Form 1040) for the past two (2) years. Bank statements may not be considered as sufficient source of income, but are subject to review. Income that is not recognized by and reported to the federal government will not be considered by KAE in calculating the income of prospective applicants.

Identification: Valid photo identification is required to determine the true identity of each applicant. Acceptable forms of identification include but are not limited to, a government-issued: Driver's license, Identification Card, Visa or Passport. Any applicant who cannot properly establish his or her identity may be denied without consideration of any other information.

All prospective occupants 18 years of age or older are required to complete and sign an Application to Rent. The information contained in the Application to Rent is made under penalty of perjury. Any false statements made on an Applicant to Rent are grounds for denial and punishable by imprisonment (California Penal Code, sections 118 and 126).

KAE adheres to the occupancy guidelines set forth by the Department of Fair Employment and Housing which indicate "two occupants per bedroom plus one". Please note that these limits refer to all persons residing in the apartment, including minors who do not submit an Application to Rent. KAE occupancy limits are as follows:

Studio - Two (2) persons	One Bedroom - Three (3) persons	Two Bedroom - Five (5) persons
Three Bedroom - Seven (7) persons	Four Bedroom - Nine (9) persons	

Guarantor A Guarantor will be considered by KAE for income qualification purposes only. Only one (1) Guarantor per apartment may apply and a \$1,000.00 security deposit is required. A Guarantor must submit an Application to Rent, together with the **required paperwork** from all proposed applicants, and shall be subject to all applicant policy requirements set forth herein, including, but not limited to, income verification and identification. A Guarantor who does not meet the credit, rental, and income requirements will be denied.

Pets are not allowed at any KAE property without prior written consent of KAE.

Once applicants have been approved they must acquire Limited Liability Insurance with a minimum liability policy of \$100,000 naming KAE Real Estate Inc. and the name of the apartment complex as additional insured on the policy and provide proof of insurance before a lease will be signed.

Required paperwork necessary for consideration of an Application to Rent:

- 1) a signed and completed Holding Deposit Agreement (one per apartment)
- 2) a holding deposit fee, as quoted by KAE rental staff (one per apartment)
- 3) a signed and fully completed Application to Rent (one per applicant over 18 years of age)
- 4) all supporting documentation for each Application to Rent (required within 24 hours of application)
- 5) a \$50 credit check fee per Application to Rent (including Guarantor applicants)

NO APARTMENT WILL BE RESERVED FOR ANY APPLICANT UNTIL ALL OF THE REQUIRED PAPERWORK IS RECEIVED BY KAE

KAE does not discriminate on the basis of color, race, religion, sex, marital status, mental or physical disability, age, familial status, sexual orientation, national origin, or gender identity.

APPLICATION TO RENT

☐ Tenant
☐ Guarantor

(All sections must be completed) **Individual applications required from each occupant 18 years of age or older.**

Last Name		First Name		Middle Name		Social Security Number or ITIN	
Other names used in the last 10 years				Work phone number ()		Home phone number ()	
Date of birth		E-mail address				Mobile/Cell phone number ()	
Photo ID/Type		Number		Issuing government		Exp. date	
						Other ID	
1. Present address							
				City		State Zip	
Date in		Date out		Owner/Agent Name			Owner/Agent Phone number
Reason for moving out						Current rent \$ /Month	
2. Previous address							
				City		State Zip	
Date in		Date out		Owner/Agent Name			Owner/Agent Phone number
Reason for moving out							
3. Next previous address							
				City		State Zip	
Date in		Date out		Owner/Agent Name			Owner/Agent Phone number
Reason for moving out							
Proposed Occupants: List all in addition to yourself	Name			Name			
	Name			Name			
	Name			Name			
Do you have pets?	Describe			Do you have a waterbed?	Describe		
How did you hear about this rental?							
A. Current Employer Name				Job Title or Position		Dates of Employment	
Employer address				Employer/Human Resources phone number ()			
City, State, Zip				Name of your supervisor/human resources manager			
Current gross income				Check one			
\$				Per ☐ Week ☐ Month ☐ Year			
B. Prior Employer Name				Job Title or Position		Dates of Employment	
Employer address				Employer/Human Resources phone number ()			
City, State, Zip				Name of your supervisor/human resources manager			
Other income source _____ Amount \$ _____ Frequency _____							
Other income source _____ Amount \$ _____ Frequency _____							



Name of your bank	Branch or address	Account Number

Please list ALL of your financial obligations below.

Name of Creditor	Address	Phone Number	Monthly Pymt. Amt.
		()	
		()	
		()	
		()	
		()	
		()	

In case of emergency, notify:	Address: Street, City, State, Zip	Relationship	Phone
1.			
2.			

Personal References:	Address: Street, City, State, Zip	Length of Acquaintance	Occupation	Phone
1.				
2.				

Automobile: Make: _____ Model: _____ Year: _____ License #: _____

Automobile: Make: _____ Model: _____ Year: _____ License #: _____

Other motor vehicles: _____

Have you ever filed for bankruptcy? _____ Have you ever been evicted or asked to move? _____

Have you ever been convicted of selling, distributing or manufacturing illegal drugs? _____

Applicant represents that all the above statements are true and correct, authorizes verification of the above items and agrees to furnish additional credit references upon request. Applicant authorizes the Owner/Agent to obtain reports that may include credit reports, unlawful detainer (eviction) reports, bad check searches, social security number verification, fraud warnings, previous tenant history and employment history. Applicant consents to allow Owner/ Agent to disclose tenancy information to previous or subsequent Owners/Agents.

Owner/Agent will require a payment of \$ 50.00 , which is to be used to screen Applicant.

The amount charged is itemized as follows:

1. Actual cost of credit report, unlawful detainer (eviction) search, and/or other screening reports \$ 17.00
2. Cost to obtain, process and verify screening information (may include staff time and other soft costs) \$ 33.00
3. Total fee charged \$ 50.00

The undersigned is applying to rent the premises designated as:

Apt. No. _____ Located at _____

The rent for which is \$ _____ per _____. Upon approval of this application, and execution of a rental/lease agreement, the applicant shall pay all sums due, including required security deposit of \$ _____, before occupancy.

Date _____

Applicant (signature required) _____



☐ Tenant
☐ Guarantor

Name of Applicant:

PART 7 – ICRAA NOTICE

NOTICE REGARDING CALIFORNIA INVESTIGATIVE CONSUMER REPORTING AGENCIES ACT

☐ Landlord does not intend to request an investigative consumer report regarding the Applicant

Unless the box above is checked, Landlord intends to request an investigative consumer report regarding the Applicant's character, general reputation, personal characteristics, and mode of living. Under Section 1786.22 of the California Civil Code, the files maintained on you by the investigative consumer agency shall be made available to you during business hours and on reasonable notice, provided you furnish proper identification, as follows: (1) You may appear at the investigative consumer reporting agency identified below in person, (2) you may make a written request for copies to be sent by certified mail to a specified addressee, or (3) you may make a written request for a summary of the file to be provided over the telephone. The agency may charge a fee, not to exceed the actual duplication costs, if you request a copy of your file. The agency is required to have personnel available to explain your file to you, and the agency must explain to you any coded information appearing in your file. If you appear in person, a person of your choice may accompany you, provided that this person furnishes proper identification. If you are accompanied by a person of your choosing, the agency may require you to furnish a written statement granting permission to the investigative consumer reporting agency to discuss your file in the other person's presence. The agency that will prepare the report(s) identified in this section is listed below:

Agency 1:

Appfolio, Inc

Name of Agency

70 Castilian Dr. Santa Barbara, CA 93117

Address of Agency

Agency 2 (if applicable):

Name of Agency

Address of Agency

If you would like a copy of the report(s) that is/are prepared, please check the box below:

☐ I would like to receive a copy of the report(s) that is/are prepared.

If the box above is checked, Landlord agrees to send the report to Applicant within three (3) business days of the date the report is provided to Landlord. Landlord may contract with another entity to send a copy of the report.



☐ Tenant
☐ Guarantor

Name of Applicant:

PART 5 - CONSIDERATION OF CREDIT HISTORY

Important information, read carefully:

Under California law, applicants with a government rent subsidy have the option, at the applicant's discretion, of providing lawful, verifiable alternative evidence of the applicant's reasonable ability to pay the portion of the rent to be paid by the tenant, including, but not limited to, government benefit payments, pay records, and bank statements.

If an eligible applicant elects to submit such alternative evidence, Landlord will consider that alternative evidence instead of the applicant's credit history.

Option 1: Consideration of Credit History

**Option 2: Alternative Evidence of Ability to Pay
(This option is ONLY available to government rent subsidy recipients)**

If you either:

- Do NOT have a government rent subsidy OR
- Do have a government rent subsidy but are not choosing to submit alternative evidence of your ability to pay rent to be considered instead of credit history

If you both:

- DO have a government rent subsidy AND
- Are choosing to submit alternative evidence of your ability to pay rent to be considered instead of your credit history

Applicant: read and check the box below.

Applicant authorizes the Landlord to obtain reports that may include credit reports, unlawful detainer (eviction) reports, bad check searches, social security number verification, fraud warnings, previous tenant history and employment history.

Applicant: read and check the box below.

Applicant authorizes the Landlord to obtain reports other than credit reports, such reports may include unlawful detainer (eviction) reports, social security number verification, fraud warnings, previous tenant history and employment history.

Application will not be considered complete until Applicant submits their verifiable alternative evidence of the ability to pay.

☐☐

By signing below, Applicant represents that all the above statements are true and correct, authorizes verification of the above items, and agrees to furnish additional references upon request. Applicant authorizes Landlord to obtain the reports indicated in Part 8 of this Application. Applicant further consents to allow Landlord to disclose tenancy information to previous or subsequent Landlords.

Date

Applicant (signature required)



☐ Tenant
☐ Guarantor

Name of Applicant:

CALIFORNIA APARTMENT ASSOCIATION CODE FOR EQUAL HOUSING OPPORTUNITY

We, the members of the California Apartment Association, support the spirit and intent of all local, state and federal fair housing laws for all residents without regard to protected characteristics including race, color, religion, age, sex, sexual orientation, gender, gender identity, gender expression, genetic information, marital status, military or veteran status, national origin, ancestry, immigration status, familial status, source of income, disability of that person or whether that person is the victim of domestic violence, dating violence, sexual assault, stalking, human trafficking, or abuse of an elder or a dependent adult, or any combination of these characteristics.

We believe that equal opportunity can best be accomplished through effective leadership, education, and the mutual cooperation of owners, managers, and the public. Therefore, as members of the California Apartment Association, we agree to abide by the following provisions of this Code for Equal Housing Opportunity:

1. We agree that in the rental, lease, sale, purchase, or exchange of real property, owners and their employees have the responsibility to offer housing accommodations to all persons on an equal basis.
2. We agree to set and implement fair and reasonable rental housing rules and guidelines and will provide equal and consistent services throughout our residents' tenancy.
3. We agree that we have no right or responsibility to volunteer information regarding the racial, creed, or ethnic composition of any neighborhood, and we do not engage in any behavior or action that would result in "steering."
4. We agree not to print, display, or circulate any statement or advertisement that indicates any preference, limitations, or discrimination in the rental or sale of housing.





★★★★★ Over 15,000
5-star reviews

KAE Real Estate Services

Feel right at home with our **resident benefits package.**



Easily Meet Insurance Requirements - Guided onboarding experience helps you understand what your requirements are and how to meet them – without overcomplicated things.



Resident Rewards Program - Rent day is now rewards day. You'll earn points for paying rent on time and can turn those points into items, giveaways, and gift cards.



Credit Building - We report every on-time rent payment so you build credit. Average increases of 23 to 64 points in resident scores. We can report up to the past 24 months for an immediate boost.



\$1M Identity Protection - 1 in 4 Americans are victims of identity fraud. All adult leaseholders get \$1M coverage backed by AIG, monitoring through IBM's Watson, and a dedicated, US-based Identity Restoration Specialist.



Move-In Concierge - One call sets up utility, cable, and internet services – and helps you get the best promos and discount codes available.



Online Portal - Access your documents and pay rent through our easy to use online portal.



24/7 Maintenance Coordination - It always seems like things happen after hours. This makes reporting those pesky maintenance issues easy and fast either online or by phone.

Learn more at secondnature.com/residents

KAE Real Estate
Holding Deposit Agreement

On _____ (date), Owner/Agent received \$ _____ as a holding deposit from the undersigned, hereinafter called Applicant" as consideration for the Owner/Agent's agreement to take off the rental market the premises located at:

Binding Agreement. Applicant understands that once this Agreement is signed by Applicant, and the holding deposit is received by Owner/Agent, the premises will be taken off the rental market and reserved for Applicant, and other potential applicants will be turned away. Note that a binding rental agreement will be subject to Owner/Agent's acceptance of Applicant's application, and subject to Owner/Agent and Applicant entering into a separate Rental Agreement. However, this Holding Deposit Agreement will be binding upon execution by Owner/Agent and Applicant. The monthly rent under the Rental Agreement will be \$ _____ per month and the term of the Rental Agreement will be as follows (Owner/Agent check only one):

_____ a month-to-month term, beginning on _____
_____ a fixed term of approximately _____, beginning on _____ and ending on _____

Cancellation by Applicant or Denial of Application by Owner/Agent-Deposit Refund. Applicants who fail to provide completed materials to the Owner/Agent within three days from the date of this Agreement may be denied. If Applicant has provided all required material and application is not approved within three (3) business days from the date of this agreement, Owner/Agent will refund to Applicant the entire deposit amount by returning applicants check. If the applicant is approved and cancels for any reason the remainder of the holding deposit will be returned within 21 days from the date Applicant notified Owner/Agent that they no longer will enter into a rental agreement (subject to Applicant's payment clearing the bank).

Acceptance of Application. If Owner/Agent approves Applicant, Applicant must sign a Rental Agreement (in a form acceptable to Owner/Agent) for the premises no later than the move in date _____ or Owner/Agent will deduct "lost rental damages" (as defined below) incurred by Owner/Agent as a result of holding the subject premises off market. If Applicant signs Rental Agreement, Owner/Agent and Applicant will apply the holding deposit to the security deposit. If there is inconsistency between the terms of this Holding Deposit Agreement, and a Rental Agreement signed by the parties, the terms of Rental Agreement will control. In the event the Applicant signs a Rental Agreement and the unit is not available on the beginning date of the Rental Agreement for any reason including due to a prior tenant holding over, if Applicant decides not to wait for the apartment, Applicant's sole and exclusive remedy shall be limited to a return of the holding deposit, any security deposit, and any advance payment of rent.

Renters Insurance/Landlord Liability Insurance: Once approved Applicant must obtain Renters Insurance from an outside insurance company have the Apartment building and KAE Real Estate Services Inc. named as an additional insured. And provide a policy number and adhere to the requirements outlined in the lease. If an outside policy is not obtained the Applicant will sign an addendum to opt into FolioGaurd Landlord Liability Insurance in accordance with the lease addendum for said insurance.

Applicant's Failure to Enter into Rental Agreement. If Applicant, after being approved, chooses not to enter into the Rental Agreement, Owner/Agent may deduct from the holding deposit "lost rental damages" to cover the lost opportunity to rent the premises.

Owner/Agent and Applicant agree that "lost rental damages" will be 1/30th of the monthly rent specified above for each day the premises was taken off market (beginning on the date of this agreement) and ending on the date specified in the "Acceptance of Application" section above.

Within 21 days after the subject premises is put back on the market, Owner/Agent will return to Applicant, at the Applicant's address on the attached Application to Rent, any holding deposit balance remaining. If Applicant pays the holding deposit by check, Owner/Agent's return of any holding deposit balance remaining will be subject to prior verification that the Applicant's check has cleared the bank. The holding deposit shall be returned in the form of a single check made out to all Applicants listed below.

If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party will recover, in addition to all other relief, reasonable attorneys' fees and costs.

Applicant's Name (please print):
Applicant's Signature:
Applicant's Name (please print):
Applicant's Signature:

Applicant's Name (please print):
Applicant's Signature:
Applicant's Name (please print):
Applicant's Signature:

Date

Owner/Agent