

STATEMENT OF RENTAL POLICY

EQUAL HOUSING:

L & B Mandalay Bay, LLC Management is permitted by the Fair Housing Act to set reasonable limitations on occupancy as long as these limitations do not discriminate on the basis of race, color, creed, sex, or national origin.

AVAILABILITY:

Applications for apartment homes will be accepted on a first come, first served basis and are subject to the availability of floor plan types requested. Rental rates are subject to change without prior notice.

RENTAL APPLICATION:

A rental application must be completed by each applicant, without omissions or falsifications. A non-refundable application fee is required per individual or joint application. Additional application fees may be added for consigners. Payment must be made separately from the application deposit. Cash is not accepted as a form of payment.

QUALIFICATION:

Credit Check: As a means of evaluating credit. The following information is utilized in conjunction with scoring method that weighs the indicators of future rent payment performance. The score is based in statistical analysis of prior renters' indicators and subsequent payment performance. Based upon the score, we may choose to accept or reject an applicant or seek additional requirements for approving the lease. These requirements may include, but are not limited to, additional documentation or income or employment, additional references, or an additional deposit.

Income:

Defined as lawfully earned gross monthly income of all adults in the household. Monthly rent shall not exceed 33% of gross lawful monthly income. Allowances from parents, scholarships, study subsidies and/or inconsistent income such as alimony, commissions, or tips will require documented verification.

Criminal Background:

No applicant or occupant may have a criminal conviction for possession, sale, manufacture, or distribution of controlled substances (drugs), prostitution, theft, burglary, felony fraud, or for any crimes involving firearms or crimes against persons or property. Such criminal history is considered grounds for denial of rental application.

Residency: Present and previous rental history or home mortgage history requires verification, prompt payment record and lease contract fulfillment. No applicant or occupant will be accepted with a rental eviction record or owing a current apartment debt unless applicant verifies (1) the debt is paid prior to move-in and/or (2) an acceptable agreement is made to pay the balance owed, or (3) proof of release from debt is provided. Broken rental agreement history is considered grounds for denial of rental application.

Employment: Stable employment history of retirement with income verification is required. Documentation of acceptable income may include; a pay stub; an employer letterhead confirmation; the most recent W-2 form; or for self-employed applicants, a copy of the most recent tax return, or a certified verification from his/her company accountant or bank.

Credit Bureau: A satisfactory credit rating is necessary. Unsatisfactory credit reports include past or current bad debt, late or unpaid bills, liens, judgments or bankruptcies that can disqualify an applicant. The name, address, and phone number of the credit reporting agency utilized will be provided to applicants who are not approved.

Lease Guarantor: A Guaranty of Lease may be accepted if an applicant fails to meet the above criteria. Guarantor(s) must meet the above qualifying criteria, complete necessary application forms, and submit a Lease Guaranty Form. Guarantors accept responsibility for the entire rental payment and terms and conditions of the lease contract.

Age: All persons 18 years or older must complete a rental application and apply for occupancy for designation under "resident" status on the lease agreement. Minors and/or qualified legal dependents must be listed under "occupant" status. All heads of household must be at least 18 years of age unless familial status applies. Sub-letting is prohibited.

DEPOSITS:

A deposit required for purposes of application and subsequent lease agreement. A deposit is required for each rental dwelling with required value designated by floor-plan type/size. Deposits are fully refundable when an applicant is not approved for residency. If applicant fails to occupy the premises on the agreed upon date for any reason including a personal decision, deposits on file will be retained as per the signed Lease Application.

VEHICLES:

Two vehicles only are permitted per apartment. All vehicles must remain operational with current tags and Inspection stickers as required by law.

OCCUPANCY:

A standard of two (2) persons per bedroom is established. The occupancy limitation for three bedroom units is (6) persons. **Roommates:** Each is fully responsible for the entire rental payment and lease contract. All roommates must apply separately and execute the lease documents.

EQUAL HOUSING OPPORTUNITY STATEMENT

WE ARE PLEDGED TO THE LETTER AND SPIRIT OF THE UNITED STATES POLICY FOR THE ACHIEVEMENT OF EQUAL HOUSING OPPORTUNITY THROUGHOUT THE NATION. WE ENCOURAGE AND SUPPORT AN AFFIRMATIVE ADVERTISING AND MARKETING PROGRAM IN WHICH THERE ARE NOT BARRIERS TO OBTAINING HOUSING BECAUSE OF RACE, COLOR, RELIGION, SEX, DISABILITY, FAMILIAL STATUS, OR NATIONAL ORIGIN.

Applicant(s) Signature: _____

Date: _____

Management Representative: _____

Application for Residency Addendum

Have you or ANYONE (regardless of age) who will be residing with you:

1. Ever been arrested, cited, prosecuted, plead guilty to, or been convicted of a crime? Yes No
2. Ever been place on probation, parole, or effected by the Megan Laws? Yes No
3. Ever been or currently are a member of a gang? Yes No
4. Ever had or currently have a warrant for your/ their arrest? Yes No
5. Ever been or currently are involved in ANY criminal activity Yes No
6. Ever been evicted or had a forcible detainer filed against you? Yes No
7. Ever moved to avoid eviction or because of problems with other tenants or a landlord? Yes No
8. Ever been a petitioner in a case at bankruptcy court? Yes No

Explain ALL "Yes" answers in detail. (What happened? When? Where? And the results)

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All information furnished on this application is to the best of my knowledge, complete and accurate. Discovery of false or omitted information constitutes grounds for rejection of this application. You or any agent(s) of your choice may verify any and all information from whatever source you choose including the obtaining of a credit report. I authorize all persons or firms named and unnamed in this application to freely provide any and all requested information concerning me and hereby waive all right of action for any consequence resulting from such information and/or the providing thereof.

Applicant #1 _____ Date _____

Applicant #2 _____ Date _____

thp

APPLICATION AND OFFER TO RENT/LEASE REAL PROPERTY

The Property: **L & B Mandalay Bay, LLC**

Date Application Given: _____

Leasing Agent: _____

Telephone: 702-451-8380

RESERVATION INFORMATION:

Address of Apartment	Unit #	City	State	Zip
6650 S. Sandhill Rd.		Las Vegas	Nevada	89120
Rental Rate Per Month	Lease Term	Intended Move In	Concession	
\$				

Instruction to Applicant:

Use black ink only. Except for your signature, all information in this Application must be PRINTED in a clear and legible manner. One Application must be filled out ENTIRELY and COMPLETELY by each intended adult occupant. Each Applicant must show satisfactorily identification to owner/manager at the time this Application is submitted for processing.

APPLICANT'S PERSONAL DATA

Home Phone: _____

Work Phone: _____

Cell Phone: _____

Email Address: _____

FULL NAME: FIRST-MIDDLE-LAST	SOCIAL SECURITY	DRIVER LICENSE	STATE
ALL OTHER NAMES BY WHICH YOU HAVE BEEN KNOWN		BIRTH DATE	

OTHER PERSONS TO OCCUPY THE PROPERTY

FULL NAME	RELATIONSHIP	AGE	OCCUPATION

RESIDENCE HISTORY (LIST ALL residences for at least past 3 years. Start with present residence)

STREET ADDRESS	CITY	STATE	ZIP	DATE IN	RENT/MO	LANDLORD NAME AND PHONE

EMPLOYMENT HISTORY (LIST ALL employers for past 3 years. Start with present employer.)

COMPANY			POSITION	START Date	MONTHLY WAGE
NAME	ADDRESS	PHONE			

BANKING INFORMATION

Bank Name	Branch	Phone	Account #	Date Open	Balance

NEAREST RELATIVE (Not Living with you)

Full Name	Relationship	Address	Phone

IN CASE OF EMERGENCY NOTIFY

Full Name	Relationship	Address	Phone

DOES YOUR EMERGENCY CONTACT HAVE PERMISSION TO ENTER YOUR UNIT, IN THE EVENT OF EMERGENCY: YES NO

AUTOMOBILES

Make	Model	Year	License Number	Insurance Co.

ACTIVE CREDIT ACCOUNTS

Creditors	Year Opened	Creditor	Year Opened

HAS ANY CIVIL JUDGEMENT BEEN ENTERED AGAINST YOU FOR THE COLLECTION OF A DEBT IN THE PAST 10 YEARS?

DO YOU HAVE OR INTEND TO HAVE WATER FILLED FURNITURE IN THE RENTAL UNIT?

DO YOU HAVE OR INTEND TO HAVE ANY PETS IN THE RENTAL UNIT?

HAVE YOU FILED FOR BANKRUPTCY IN THE PAST 10 YEARS?

HAVE YOU EVER BEEN EVICTED OR REFUSED TO PAY RENT FOR ANY REASON?

HAVE YOU, OR DO YOU INTEND TO, POSSESS, SELL, OR USE ILLICIT DRUG OR NARCOTICS IN OR ABOUT YOUR RESIDENCE?

HAVE YOU EVER BEEN ARRESTED FOR A FELONY OR CONVICTED FOR A MISDEMEANOR?

IF ANY QUESTION ABOVE HAS BEEN ANSWERED "YES", PLEASE EXPLAIN:

Yes No

___ ___
 ___ ___
 ___ ___
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 ___ ___
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HOW DID YOU HEAR OF THIS VACANCY? _____

The undersigned Application hereby offers to rent/lease real property described as L & B MANDALAY BAY, LLC. It is understood that this Application is not a Rental Agreement/Lease and that Applicant has no right to said property until a Rental Agreement/Lease is duly executed after the approval of this Application.

A non-refundable credit check fee of \$ **45.00** to process this Application and a **Deposit of \$ _____** as earnest money will be given by Applicant to the owner/manager when this Application is turned in for processing.

The **Deposit** is fully refundable within thirty (30) days of move out or rejection of applicant. If Applicant cancel or fails to occupy the unit, the **Deposit** will be forfeited.

Applicant represents all information in this Application to be true and accurate. Applicant hereby authorizes owner/manager and his/her/its employees and agents to verify said information and make independent investigation in person, by mail, phone, fax or otherwise, to determine Applicant's rental, credit, financial and character standing. Applicant hereby releases owner/manager, his/her/its employee and agents and any and all other firms or persons investigating or supplying information, from any liability whatsoever concerning the release and/or use of said information and further, will defend and hold them all harmless from any suit or reprisal whatsoever. All holders, public and private, of any such information are hereby authorized to release, without reservation or limitation, any and all such information they have concerning Applicant and in so doing, will be acting on Applicant's behalf at Applicant's request and will be held blameless and without any liability whatsoever. A copy, fax or other reproduction of this Authorization shall be effective as the original.

Date

Applicant Signature

Applicant's name Printed



CRIME FREE LEASE ADDENDUM

In consideration for the execution or renewal of a lease of the dwelling unit identified in the lease, Manager or Owner and Resident agree as follows:

Resident, any member(s) of the resident's household, a guest or any other person affiliated with the resident on or off the resident premises:

1. Shall not engage in criminal activity, including drug-related criminal activity, on or off the said premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).

Initials: _____

2. Shall not engage in any act intended to facilitate criminal activity.

Initials: _____

3. Will not permit the dwelling unit to be used for, or to facilitate criminal activity.

Initials: _____

4. Shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of an illegal or controlled substance as defined in N.R.S.453.566 and N.R.S.453.321, at any locations, whether on or off the dwelling unit premises.

Initials: _____

5. Shall not engage in any illegal activity, including, but not limited to:

- a: prostitution as defined in N.R.S. 201.295;
- b: criminal street gang activity as defined in N.R.S. 193.168;
- c: assault and battery as prohibited in N.R.S. 200.471, and N.R.S. 200.481, including domestic battery;
- d: the unlawful discharge of a weapon, on or off the dwelling unit premises, as prohibited in N.R.S. Chapter 202; or
- e: any breach of the lease agreement that jeopardizes the health, safety and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage.

Initials: _____

6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation, and a material and irreparable non-compliance. It is understood that **a single violation shall be good cause for immediate termination of the lease.** Unless otherwise provided by law, **proof of violation shall not require a criminal conviction,** but shall be by a preponderance of the evidence.

Initials: _____

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.

Initials: _____

8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Manager or Owner and Resident.

Initials: _____

*** I authorize property management to use police generated reports as Direct Evidence against me in an eviction hearing. ***

Resident Signature Date

Property Manager's Signature Date

Resident Signature Date

Name / Address of Property