



181 Kings Highway, Suite 209  
Fredericksburg, Virginia 22405

Contact Merlyn M Banks -Property Manager

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Flexible Business hours of Operation Monday – Friday

**UTILIZE Our Secure Free-Standing drop box that is available 24 hours 7 days a week for your convenience**

To All Applicant(s): **PLEASE DO NOT PRINT DOUBLE SIDED - ALL PAGES MUST BE ON A SINGLE PAGE!**

Please note that all applicants must fill out BANKS Property Management & Sales, Virginia Realtors Application and disclosure forms. Please follow Our Rental Criteria instructions. **NO EXCEPTIONS!** All applications must be completely filled out and submit along with the required Documentation and Fees. Please note all our Rentals, Leases, and Property Management Services are governed under the Fair Housing Act & by the Virginia Residential Landlord Tenant Act.” VRLTA”.

**NOTE: ALL INCOMPLETE APPLICATION TO INCLUDE ANY MISSING DOCUMENTS OF ANY KIND WILL BE RETURN AND WILL NOT BE PROCESS UNTIL THE APPLICATION IS FULLY COMPLETED AND ALL DOCUMENTS AND FUNDS AS OUTLINE IN THIS CRITERIA ARE PROVIDED.**

**RENTAL CRITERIA REQUIREMENTS IN ORDER TO TIMELY PROCESS YOUR APPLICATION:**

Please deliver the completed Application package to our office located 181 Kings Highway Suite 209, Fredericksburg, VA 22405

RENTAL CRITERIA REQUIREMENTS IN ORDER TO TIMELY PROCESS YOUR APPLICATION:

**Application/s are process upon receipt of all documents within 3 to 5 Business Days Monday-Friday. Packet must include the following:**

- NON-REFUNDABLE APPLICATION/PROCESSING FEE(S): \$75 for all applicants including occupants 18+years. MUST BE PAID Via Zelle (571-436-0445); (NO MONEY ORDER/NO PERSONAL CHECK/CASH ACCEPTED)
- Proof of a Valid Department of Motor Vehicle Issued Identification or Driver's License
- Provide Social Security Number issued by the Social Security Administration or Tax ID issued by the I.R.S.
- Employment must be in Virginia-Stable with a minimum of two (2) years full-time employment in the same field of expertise
- Current last two months of Military LES/ and Current copy of PCS Orders if relocating
- Transfer of employment must be in the same field of expertise, with two (2) years Full-Time, Submit 1) Official proof of signed offer/acceptance by employer and employee. 2) Transfer letter from employer outlining Income, Start Date and Position.
- For Independent contractor employment/or Self-Employment. 1) Provide proof of last two (2) years 1099 & IRS Tax Schedule C, and Forms 1040 with all Schedule C Pages; taxes showed filed with the IRS or by a certified bookkeeper or public accountant.
- Proof of All Sources of monthly/Annual Income to include: Two (2) recent Income Statements within the last 60 days to include 1099 & W2. \*\*\*\* **NET INCOME formula per Applicant (except for married income will be combined) \*\*\*\* Advertised rent of \$1700 x 30 = \$51,000 plus 20% Debt ratio = \$10,200 a Total of \$61,200 NET income to qualify for our \$1700 rental property.**
- Current & Past Landlord Verifications authorization form
- Credit & Background checks authorization (signed Rental Criteria - last page)
- Pets - Applicants must submit for each Pet (Pictures, License, Shot Records, & Neutered Information, along with the Rental Application for consideration – For properties considering pets) **NO EXCEPTIONS!** A \$300 Non-Refundable fee per pet to be paid upon Lease signing made payable to: **BANKS Property Management & Sales**
- For ESA -please submit a picture and shot record of the animal, all letters will go through our standard document verification process using ESA Reliability online verification and may take about 3-5 business days....

**Agent must review and sign the Rental Criteria. Agent must ensure their customer complete the full application and submit all documents not limited to Paystubs, DL's, Smoke Addendum/Landlord Verification, Etc.**

**Please note it is imperative that all information included in the Application packet are received for processing i.e. Application Fees, Application Deposit, Paystubs, LES/Orders, Employment Information, Landlord Verification Form, Disclosures forms Etc. & must be completely filled out; failure to provide all documentation, will result in application being rejected.**

**Agents:**

- Upon receipt of the application, and time being of the essence, BANKS Property Management & Sales (BPM) will contact the agent first if there are missing documents/information. Also, we will contact the applicant(s) directly, to verify the information provided. This will include verification of the income, credit info etc., to complete a fair Process.
- Processing of the Application from receipt of all proper documentation may take up to (3-5) business days Monday-Friday or longer, depending on the property owner's location. *Due to multiple Applications/competing offers*, all applicants must be truthful & honest and avoid any incomplete information to avoid delays. This will result in the Application being decline.
- We are obligated to present and process ALL application offers, until a lease is executed. Our office will notify the Applicant/Applicant's agent of the decision. If further explanation is required, we can discuss the details with the Applicant/Applicant's Agent directly.
- **Agents: Include your business card/Agency Disclosures** \* It is your fiduciary responsibility to ensure your client's information on the application packet are fully completed in accordance with our rental policy.
- We require the original application with the all-pertinent documents delivered to our office or dropped off in our after-hour drop box. (located on the left side of the building entrance)
- **Please do not fax or email your applications as it will not be processed. (NO EXCEPTIONS)**

**APPLICATION:**

- All applicants must fill out BANKS Property Management & Sales (BPM) Rental Application Packet. This is required for each person 18 years of age including Occupants. Each Applicant must pay the processing fees: In addition, all occupants intended to reside at the property must be listed on the Application. Note: if the property you are applying for is located within a Homeowner's or Condo Association, there may be additional paperwork needed and additional fees required by the Association.
- **You must submit a copy of your Department of Motor Vehicle Issue Driver's License with the application(s) (NO EXCEPTIONS)**

**NON-REFUNDABLE APPLICATION/PROCESSING FEE(S):**

- A Non-Refundable Application Fee of \$75 Per Person/Occupant over the age of 18 years is required for processing the Rental Application. This can be paid via Zelle (571-436-0445) No money orders or no personal checks will be accepted as a form of payment for processing the Rental Application.

**SECURITY DEPOSIT:**

- **The Security Deposit is equal to one month's rent or in some cases up to two months' rent. This must be paid in the form of a CASHIER'S CHECK and only UPON RENTAL APPLICATION ACCEPTANCE.** This MUST BE MADE payable to **BANKS Property Management & Sales** (BPM) "Management Company" or as otherwise stated in the MLS listing Payable to Landlord/Owner; The property will remain Active on the MLS Listing until Lease signing is completed.
- The Lease Agreement will be executed within 72 hours of the Rental Application Notification and Acceptance
- The Security Deposit is equal to the advertised rent of one month's rent. However, due to credit worthiness, an owner may consider an Application(s) with two (2) month's Security Deposit; the maximum allowed by statute.

**EMPLOYMENT & INCOME INFORMATION\*\*~~NET INCOME ARE USED~~:**

- **Net Income requirements are used for each applicant individually. All applicant(s) must prove financial stability, credit worthiness and the ability to rent the subject property. (Income will be combined if related by blood or marriage)**
- Employment must be in the Commonwealth of Virginia. Stable & a minimum of two (2) years full-time employment is required.
- Proof of All Sources of Monthly/Annual Income to include: Two (2) recent Income Statements within the last 60 days to include 1099 & W2. **\*\* NET INCOME formula per Applicant (except for married income will be combined): Advertised rent of \$1700 x 30 = \$51,000 plus 20% Debt ratio = \$10,200 a Total of \$61,200 NET income to qualify for our \$1700 rental property.**
- Transfer of employment must be in the same field of expertise, with two (2) years Full-Time, official proof of signed offer/acceptance & transfer letter from employer must be submitted outlining Income, Start Date and Position.
- For Independent Contractor & Self-Employment: Provide proof of last two (2) years 1099 & IRS Tax Schedule C Forms 1040 with all Schedule C Pages. This MUST BE FILED with the IRS or by a certified bookkeeper or public accountant.
- Applicant in the SCRA, members (Government Contractors/Military Personnel) must provide Military Orders & LES for the last 60 days and any additional documents to assist in verifying employment and income.

#### LANDLORD REFERENCE:

- All Applicants must please sign the Landlord Release which is included in our rental packet, provide name and phone contact information. Landlord history past and present must be in good standing with at least a minimum of one (1) year of tenancy & compliance to the lease. A Letter from your current or previous Landlord verifying good rental reference may also be submitted for consideration.

#### CREDIT:

- BANKS Property Management & Sales (BPM) will verify each Applicant's credit report using Transunion Credit agency. We look at the current and past five (5) years payment history with creditors and any unpaid debts will disqualify your application offer.

#### BACKGROUND CHECKS:

- BANKS Property Management & Sales (BPM) will review all Applicant's background, for criminal /civil convictions/felonies current and past seven (7) years, for any illegal activities, felony of any kind, controlled substances, past or present evictions, pending unlawful detainers, criminal or civil matters pending, or unpaid, against you may disqualify your Application.

#### APPLICANT WITH BANKRUPTCY/SHORT SALE OR FORECLOSURE SITUATIONS:

- Please note if you are in a current bankruptcy situation it may cause your application to be decline. It is best to wait until you are discharged and have any re-establishment of credit in good faith, since the Bankruptcy.
- If you are in a current in short sale, foreclosure situation, this must be the only default on the credit report.

INCOME REQUIREMENTS USED FOR EACH APPLICANT INDIVIDUALLY, with (Exceptions to Married Couples) is This is the Formula used for each applicant (except for related by blood or marriage) to determine the qualifying income requirements.

- *Advertised Monthly Rent multiply by 30 or 3 = then add 20%*; DTI ratio. = Total Qualifying Income
- **FINANCIAL RENT QUALIFIER CRITERIA** Example Advertised rent of \$1700 x 30=\$51,000 plus 20% Debt ratio=\$10,200 a Total of \$61,200 will qualify for an \$1700 rental. Net Income are used.

#### DEBT TO INCOME RATIO:

- As a guideline, Applicant(s) total debt should not be more than 20% of the total Net Annual Income Cost of Living allowance (COLA).

#### CO-SIGNORS/GUARANTOR TO LEASE: FOLLOW THE INCOME REQUIREMENTS THREE (3) TIMES THE NET QUALIFYING INCOME

- **We may require a cosigner or guarantor when income & credit is weak, if this is the case, please note: All co-signors/guarantors Must be a Virginia resident and be employed in Virginia**
- Cosigners will need to completed the entire Rental Application Packet and pay the application fee(s).
- Must be EMPLOYED IN Virginia Submit income requirement/documentations see employment requirement.
- Required to be on the Lease and sign a separate Guarantor Lease Agreement
- **Co-Signor: Net Income is determined by: Taking the property Total Qualifying Three times the Net Income X .3 = Co-signer Income requirement (PLUS- factoring the debt to income of 20%)**

#### PETS: If permitted will be in the MLS Listing and require written approval of the Landlord.

- **Applicants must submit for each pet (Pictures, License, Shot Records, & Neutered information, along with the Application for consideration) No Exceptions!**
- All Pets are considered on a case-by-case basis; Cats are not accepted (see listings to confirm pet weigh etc.)
- An Application can be denied due to the type, weight, of pet, & at the sole discretion of the property owner
- Pet fee(s) are all non-refundable & are per pet, note, there are limit on the pet fee requirement
- Monthly pet fee or non-refundable pet fees; Tenants must pay all fees at the time of occupancy.
- Pet fee/s does not waive any pet damages caused to the owner's property.
- Only the authorized pets are to be on the premises, and if something happens to that pet there will be no replacement of pet(s).

#### APPLICANT: Understand that BANKS Property Management & Sales (BPM) "the Listing Company" Obligation are too:

- Process all Rental Applications providing proper documentation are submitted, if there are concerns, BPM will contact the Applicant directly if there's a discrepancy on credit, income, etc. before and during processing prior to submittal.
- Present all Rental Applications offers, to the Landlord for Acceptance until the Lease is executed.
- Once the applicant has been notified of acceptance- Lease Doc's must be signed within 72 hours (3) days of receipt.
- If the Application was denied, the Application Deposit will be refunded to Applicant by mail or for pick up at our office.

### **APPLICANT: Applying for our property sign unseen-**

- Note that the Applicant(s) acknowledge and agree that they are making their sole decision to an application submittal for rental consideration and to leasing the rental property based on A "Sight Unseen" Applicant(s) mean the Applicant made Application and did not personally view the property prior to making Application, and may have their Realtor Agent, relative or friend whom they trusted previewed the premises, taken pictures etc. for them on their behalf. It is understood upon acceptance of the Rental Application. That Applicants will become Tenants upon the execution of the Deed of Lease a binding legal contract between the Tenant/s and landlord/s, and said tenant/s will be solely, jointly and several responsible for the lease. Any refusal or failure to take possession upon tenant's actual seeing the said premises or refusing to oblige to the lease premises will cause the tenants security deposit to be forfeited. The Tenants will be held accountable and responsible solely, jointly and several for the lease premises and all obligations to the Lease. Failure to take occupancy of the property Tenants will be held rent payments and lease responsible i.e. Utilizes and property maintenance until a new tenant is procured. In addition, all advertising fees, and re-leasing fees will be the charge to Tenant. It is further agreed that the condition to sign the Lease and obligations to lease said premises is not conditioned on any Landlord repairs or improvements and that tenants will indemnify, the Managing Agent, Property Owner, Realtor, and said Property from any and all liabilities in this regard.

### **APPLICATION ACCEPTANCE:**

- Applicant/Agent will be notified and New Lease Packet will be sent via email, .Failure to execute the Lease within 72hrs of approval & receipt of lease documents, Landlord may make certain deductions against the deposit or forfeit for damages, being that the property was taken off the market. During this time we are obligated to still present all offers to the landlord.
- Upon Acceptance: Applicant/Agent will be notified and New Lease Packet will be sent via email. Failure to execute the Lease within 72hrs of approval & receipt of lease documents, Landlord may make certain deductions against the deposit or forfeit for damages, being that the property was taken off the market.
- The \$100 Lease Preparation fee will be billed to tenant upon an Executed Lease-Can be paid upon occupancy.
- Applicant have no Leasehold interest until the Lease is executed and ratified
- Tenant(s) solely responsible to obtain info on the property, i.e. HOA i.e. parking decals, utilities, trash etc.
- Tenant must email Management proof of all utilities connection & services prior to obtaining keys & occupancy i.e. Home Owner Association (HOA) Tenant Parking/Registration/Initiation fees, Electricity, Gas, Water, Fuel, Trash, and Tenant to pay for any necessary deposits.
- **All of our Rental Properties are NON-SMOKING!** Please sign the Smoke Addendum included in the Application Packet.
- Tenant to email Proof of Renters Insurance as a mandatory requirement on or before occupancy date.
- The Security Deposit equal to one month's or otherwise approved (Maximum of two months Rent) will be required upon Lease signing – MUST BE PAID "CASHIERS CHECK" ONLY and payable to: **BANKS Property Management & Sales**

### **REQUIRED PRIOR TO OCCUPANCY:**

- Tenant will have the opportunity to set up an online tenant portal prior to move in & pay all Funds online, Or in person upon key /delivery by Certified Funds, PAYABLE to BANKS Property Management & Sales "Management Company".
- Pay all Rent (Prorated /First month &, Pet fee(s)
- Proof of all utilities Connections-email management confirmation of all utilities will be fine
- Renters Insurance: Required liability/renter's insurance-Proof required on or before obtaining keys/occupancy.
- Utilities Confirmation: All utilities are connected and effective on the date of lease commencement-proof required prior to occupancy. i.e. Email our office all utilities connection/confirmation

### **INFORMATION THAT MAY CAUSE AN APPLICATION TO BE DECLINED**

Based on our rental guidelines, an applicant may be declined due to the items listed below. Please note under the Fair Credit Reporting Act: All applicants have the right to a free copy of their credit report (s) from the reporting agency that provided the report, you must request it no later than 60 days after you receive notice from our office. In addition, if you find that any information reported to you is inaccurate or incomplete, you have the right to dispute the matter with the credit reporting agency by contacting: Trans-Union – 1-800-883-4213.

- Insufficient income requirements;
- Background checks with last (7) years of history
- Falsification of the information provided by applicant/s on the application
- Unable to provide proof of government issued identification (Department of Motor Vehicle "DMV" Issued Identification or Driver's Licenses)
- Derogatory credit (Garnishment, Repossession, Liens, Fraud, Collections, unpaid Judgments, Civil Actions, Evictions)
- New employment less than 1year or Irregular or Unstable employment.
- Not having current or past landlord references or unable to contact landlord
- Late Rental History not current at the time of application.
- Current Lease term not fulfilled at the time of application.
- Rental History Past or present filing of unlawful detainers, Poor Rental payment, NSF, Late payments, Property damages, Lease Violations, Pet/Animal Violation, unpaid balances.
- Unable to verify employment or landlord references

- Excessive and Unpaid Medical and Student loans debts
- Excessive obligations to debts past or present in relation to income
- Making an application contingent upon repairs that an owner has not approved in writing or is not willing to do
- Incomplete application i.e. Processing Fees/Application Deposit, information, required not included in Application
- Multiple late payments to creditors, landlords, having unauthorized pet on premises, illegal or unlawful activities to past or present rental premises

NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (with certain limited exceptions); because all or part of the applicant's income derives from any public assistance programs; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. Applicants will be notified verbally and in writing if the application has been denied due to poor credit or credit unworthiness.

APPLICANT RELEASE & CONSENT: Applicant(s) hereby agree and understood that the Applicant understand BANKS Property Management & Sales (BPM) screening process and hereby release consent to BANKS Property Management & Sales (BPM) through its designated Agent, Broker, Landlord, and its Employees, to obtain & verify applicants credit, income, landlord & background information, and may contact applicant directly, to verify any concerns provided on the rental application on credit, income, background/landlord information, for the purpose of confirming such information prior to Application submittal to lease a rental property. It is further understood that Applicant give full consent to release all information to BANKS Property Management & Sales (BPM), from any credit agency to the property owner/landlord, Broker, Agent, Co-Broker Agency, Firm, to determine if Applicant has met the qualification requirement described in this rental criterion to lease a rental property and to review and determine applicant(s) credit worthiness in renting a property. Applicant further agreed and indemnify and hold harmless, BANKS Property Management & Sales from any and all claims & liability in regards to the landlord decision if applicant was denied base on the rental criteria policy in determining whether or not to lease a rental property. In further, Applicant hereby consent and allow BANKS Property Management & Sales to review all credit information, rental application, payment history and occupancy history for account review purposes and for improving application review methods.

By signing below, this is to certify that the Applicant(s) and his/her agent has reviewed and understand BANKS Property Management & Sales rental selection criteria requirements and hereby acknowledge permission by signing below.

\_\_\_\_\_  
Applicant/Date

\_\_\_\_\_  
Applicant/Date

\_\_\_\_\_  
Applicant/Date

\_\_\_\_\_  
Applicant/Date

\_\_\_\_\_  
Applicant Agent/Realtor: Acknowledged he/she has Reviewed this Criteria with Applicant/Date

\_\_\_\_\_  
Listing Company/BANKS Property Management & Sales/Date



Office is Independently Owned and Operated





**VIRGINIA REALTORS®**  
**APPLICATION FOR RESIDENTIAL LEASE**



(This is a legally binding contact. If not understood, seek competent advice before signing.)

The property will be shown and made available to all persons without regard to any protected class under federal, state or local fair housing law or regulations, or the REALTOR® Code of Ethics.

This Application for Residential Lease (the "Application") is made as of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ ("Applicant") and \_\_\_\_\_ ("Landlord") through BANKS Property Management & Sales ("Listing Broker" or "Agent," who represents Landlord), and \_\_\_\_\_ ("Leasing Broker"), who does  OR does not  represent Applicant. If Listing Broker is engaging in dual or designated agency, a separate consent agreement has been entered into by Listing Broker and Applicant.

Applicant hereby applies for a residential dwelling unit (the "Dwelling Unit") located at \_\_\_\_\_, Virginia, in the City/County of \_\_\_\_\_, for occupancy commencing on \_\_\_\_\_, at an initial monthly rent payment of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). **All persons over the age of 18 who will reside in the Dwelling Unit must complete this Application.**

**PLEASE FILL IN ALL INFORMATION COMPLETELY**

**1. Applicant Information.**

|                  | Applicant #1 | Applicant #2 | Applicant #3 |
|------------------|--------------|--------------|--------------|
| Name             |              |              |              |
| SSN/ITIN         |              |              |              |
| Date of Birth    |              |              |              |
| Home #           |              |              |              |
| Work #           |              |              |              |
| Cell Phone #     |              |              |              |
| Email Address    |              |              |              |
| Present Address  |              |              |              |
| Rental Amount    |              |              |              |
| Years            |              |              |              |
| Landlord         |              |              |              |
| Landlord Address |              |              |              |
| Landlord Phone   |              |              |              |
| Previous Address |              |              |              |
| Rental Amount    |              |              |              |
| Years            |              |              |              |
| Landlord         |              |              |              |

|   | Applicant #1 | Applicant #2 | Applicant #3 |
|---|--------------|--------------|--------------|
| Landlord Address                          |              |              |              |
| Landlord Phone                            |              |              |              |
| Presently Employed By                     |              |              |              |
| How long?                                 |              |              |              |
| Position                                  |              |              |              |
| Salary (Wk., Mo., Yr.)                    | \$           | \$           | \$           |
| Supervisor                                |              |              |              |
| Telephone                                 |              |              |              |
| Formerly Employed By                      |              |              |              |
| How long?                                 |              |              |              |
| Supervisor                                |              |              |              |
| Other Occupants:<br>Name/Age/Relationship |              |              |              |
|   |              |              |              |
| Email Address:                            |              |              |              |

**2. Vehicle Information:**

|                    | <u>Applicant #1</u> | <u>Applicant #2</u> | <u>Applicant #3</u> |
|--------------------|---------------------|---------------------|---------------------|
| Number of Vehicles |                     |                     |                     |
| Make               |                     |                     |                     |
| Model              |                     |                     |                     |
| License #          |                     |                     |                     |

**3. Animals:**

|                       | <u>Animal #1</u> | <u>Animal #2</u> | <u>Animal #3</u> |
|-----------------------|------------------|------------------|------------------|
| <u>Name of Animal</u> |                  |                  |                  |
| Type                  |                  |                  |                  |
| Breed                 |                  |                  |                  |
| Color                 |                  |                  |                  |
| Weight                |                  |                  |                  |

**4. If you are presently in the Armed Services, state:**

|           | <u>Applicant #1</u> | <u>Applicant #2</u> | <u>Applicant #3</u> |
|-----------|---------------------|---------------------|---------------------|
| Branch    |                     |                     |                     |
| Rank      |                     |                     |                     |
| Outfit    |                     |                     |                     |
| Telephone |                     |                     |                     |

**5. Other Income You Would Like Landlord to Consider:**

|                           | Applicant #1 | Applicant #2 | Applicant #3 |
|---------------------------|--------------|--------------|--------------|
| Amount<br>(Wk., Mo., Yr.) | \$           | \$           | \$           |

**6. Bank or Savings Accounts:**

|   | Applicant #1 | Applicant #2 | Applicant #3 |
|---|--------------|--------------|--------------|
| Bank Name/Address<br>Account No.<br>Type of Account |              |              |              |
| Bank Name/Address<br>Account No.<br>Type of Account |              |              |              |
| Bank Name/Address<br>Account No.<br>Type of Account |              |              |              |

**7. In Case of Emergency Notify:**

|              | Applicant #1 | Applicant #2 | Applicant #3 |
|--------------|--------------|--------------|--------------|
| Name         |              |              |              |
| Address      |              |              |              |
| Phone        |              |              |              |
| Relationship |              |              |              |

**8. Rental and Credit History:**

a. Reason for leaving current residence:

| Applicant #1 | Applicant #2 | Applicant #3 |
|--------------|--------------|--------------|
|              |              |              |

b. Have you ever been rejected for tenancy? If Yes, please explain:

| Applicant #1       | Applicant #2       | Applicant #3       |
|--------------------|--------------------|--------------------|
| ____ Yes / ____ No | ____ Yes / ____ No | ____ Yes / ____ No |

c. Have you ever refused to pay rent when due, been a defendant in an unlawful detainer action or eviction, or otherwise been sued by a landlord for matters related to a tenancy? **If so, please give details, and the status of any pending actions:**

| Applicant #1       | Applicant #2       | Applicant #3       |
|--------------------|--------------------|--------------------|
| ____ Yes / ____ No | ____ Yes / ____ No | ____ Yes / ____ No |

d. Have you ever filed for bankruptcy? If so, please give dates of filing and status of case:

| Applicant #1       | Applicant #2       | Applicant #3       |
|--------------------|--------------------|--------------------|
| ____ Yes / ____ No | ____ Yes / ____ No | ____ Yes / ____ No |

e. Please give the names and phone numbers for three references:

| Applicant #1                  | Applicant #2                  | Applicant #3                  |
|-------------------------------|-------------------------------|-------------------------------|
| Name: _____<br>Phone #: _____ | Name: _____<br>Phone #: _____ | Name: _____<br>Phone #: _____ |
| Name: _____<br>Phone #: _____ | Name: _____<br>Phone #: _____ | Name: _____<br>Phone #: _____ |
| Name: _____<br>Phone #: _____ | Name: _____<br>Phone #: _____ | Name: _____<br>Phone #: _____ |

9. **CRIMINAL HISTORY:** Has any Applicant ever been convicted of, pleaded guilty to, or entered a plea of no contest to any felony, or to any misdemeanor for a crime that involved harm to any other person or property, or moral turpitude? **If the answer is Yes, please give all details, including the specific offense(s), date(s), sentence(s) and jurisdiction(s) in which the offenses occurred, as well as any information on the status of any current probation.**

| Applicant #1       | Applicant #2       | Applicant #3       |
|--------------------|--------------------|--------------------|
| ____ Yes / ____ No | ____ Yes / ____ No | ____ Yes / ____ No |

10. **SERVICEMEMBERS:** For purposes of this Section 10, a "Servicemember" is defined as a member of the armed forces of the United States or a member of the Virginia National Guard serving on fulltime duty or a Civil Service technicians with a National Guard unit, and "Military Orders" is defined as: (i) a permanent change of station orders to depart thirty-five miles or more (radius) from the location of the Premises; (ii) temporary duty orders in excess of three months' duration to depart thirty-five miles (radius) from the location of the Premises; (iii) a discharge or release from active duty with the armed forces of the United States or from full-time duty or technician status with the Virginia National Guard; or (iv) an order to report to government-supplied quarters resulting in the forfeiture of basic allowance for quarters.

| Applicant #1   | Applicant #2   | Applicant #3   |
|--|--|--|
| Are you currently a Servicemember?_<br>____ Yes / ____ No                        | Are you currently a Servicemember?_<br>____ Yes / ____ No                        | Are you currently a Servicemember?_<br>____ Yes / ____ No                        |
| If Yes, do you currently have any pending Military Orders?<br>____ Yes / ____ No | If Yes, do you currently have any pending Military Orders?<br>____ Yes / ____ No | If Yes, do you currently have any pending Military Orders?<br>____ Yes / ____ No |

11. CHECK IF ANY APPLICANT OWNS: \_\_\_\_\_CAMPER \_\_\_\_\_MOTORCYCLE \_\_\_\_\_BOAT \_\_\_\_\_TRUCK \_\_\_\_\_TRAILER

12. APPLICATION FEE/THIRD PARTY COSTS/APPLICATION DEPOSIT: Each Applicant must pay at the time this Application is made the following, non-refundable amounts: i) an Application Fee in the amount of       \$75.00      , and (ii) payment for third party costs incurred by Landlord in the amount of       N/A      . In addition, the Applicant must pay an Application Deposit in the amount of       \$       at the time this Application is made, which may be refundable to Applicant, in accordance with Section 13 of this Application. The Application Deposit will convert into the Security Deposit on the Commencement Date of the Lease.

13. OBLIGATION TO ENTER INTO LEASE/ DAMAGES: Upon submission of this Application by Applicant, Agent reserves the right to remove the Dwelling Unit from the available rent list. If this Application is denied by Landlord, the Application Deposit shall be refunded to Applicant. If this Application is approved and Applicant fails to rent the Dwelling Unit, Landlord shall be entitled to retain that part of the Application Deposit equal to Landlord’s actual damages and expenses as provided in Section 55.1-1203 of the Virginia Residential Landlord Tenant Act (“VRLTA”).

14. GUARANTY. Please provide the following information if the Lease will be guaranteed, in accordance with the Rental Selection Criteria of Listing Broker or Landlord.

Name of Guarantor : \_\_\_\_\_  
Relationship: \_\_\_\_\_  
SSN/ITIN: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_

Name of Guarantor : \_\_\_\_\_  
Relationship: \_\_\_\_\_  
SSN/ITIN: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_

Name of Guarantor : \_\_\_\_\_  
Relationship: \_\_\_\_\_  
SSN/ITIN: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_

15. APPLICANT INVESTIGATION: Applicant should exercise whatever due diligence Applicant deems necessary with respect to information on the Dwelling Unit, including without limitation, mold, lead-based paint, pests or insects, and any sexual offenders registered under Chapter 23 (sec. 19.2-387 et seq.) of Title 19. Information regarding registered sex offenders may be obtained by contacting your local police department or the Department of State Police, Central Records Exchange at (804) 674-2000 or [www.vsp.state.va.us](http://www.vsp.state.va.us). Upon Applicant’s request, Landlord will provide Applicant with a copy of the Lease for review.

16. INFORMATION CORRECT: Each Applicant hereby certifies that the information contained in this Application is true and correct to the best of Applicant's knowledge and belief. Each Applicant hereby authorizes Listing Broker to conduct a credit check on Applicant and such background checks as determined appropriate by Listing Broker to verify information provided herein by Applicant for approval or rejection of this Application.

17. OTHER PROVISIONS:

(Sight Unseen Addendum where applicable) Non-Smoking Addenda, Landlord Verification, Broker Disclosure, Rental Criteria are part of the Rental Application Packet. \*\*\* Upon Application Approval and Acceptance: Applicant(s) and their Agent will be notified and the New Lease Packet will be sent via email.

\*\*\* Failure to execute the Lease Agreement within 72 hours of receipt of Lease Packet, Landlord reserved the right to make certain deductions against the deposit or forfeit for damages.

\*\*\* Tenant pays \$100 Lease Preparation Fee. This Fee is charge upon Receipt of the Execution of the Lease Packet. This fee may be paid upon occupancy.

We have read the terms and conditions of this Application. We understand this is a binding contract separate and apart from the Lease.

\_\_\_\_\_  
**APPLICANT #1 SIGNATURE**

Date: \_\_\_\_\_

Type of ID: \_\_\_\_\_

Copy of Photo ID: \_\_\_Yes / \_\_\_No

\_\_\_\_\_  
**APPLICANT #2 SIGNATURE**

Date: \_\_\_\_\_

Type of ID: \_\_\_\_\_

Copy of Photo ID: \_\_\_Yes / \_\_\_No

\_\_\_\_\_  
**APPLICANT #3 SIGNATURE**

Date: \_\_\_\_\_

Type of ID: \_\_\_\_\_

Copy of Photo ID: \_\_\_Yes / \_\_\_No

**SIGNATURE OF GUARANTOR:** \_\_\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_

**SIGNATURE OF GUARANTOR:** \_\_\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_

**SIGNATURE OF GUARANTOR:** \_\_\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_

The undersigned acknowledges the receipt of the following fees and deposits:

| Applicant #1                   | Applicant #2                   | Applicant #3                   |
|--------------------------------|--------------------------------|--------------------------------|
| Application fee:\$ _____       | Application fee:\$ _____       | Application fee:\$ _____       |
| Check No. _____ or Cash _____  | Check No. _____ or Cash _____  | Check No. _____ or Cash _____  |
| Third Party Costs:\$ _____ N/A | Third Party Costs:\$ _____ N/A | Third Party Costs:\$ _____ N/A |
| Check No. _____ or Cash _____  | Check No. _____ or Cash _____  | Check No. _____ or Cash _____  |

An Application Deposit in the amount of \$ \_\_\_\_\_, paid by check number \_\_\_\_\_, or cash \_\_\_\_\_ which shall be deposited in the Landlord or Agent's escrow account within five (5) business banking days after the approval of this Application, if approved.

SIGNATURE OF Recipient: \_\_\_\_\_  
Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Leasing Broker's Address: BANKS Property Management & Sales, 181 Kings Highway, Suite 209, Fredericksburg, VA 22405  
Phone number: 540-372-7272 Cell phone or pager number: 571-436-0445/571-436-0448  
Email: merlyn.banks@bankspropertymanagement.com or nguyen.banks@bankspropertymanagement.com

| <b>OFFICE USE ONLY</b>   |   |
|--|---|
| Application Received: Date _____   | Time _____                                |
| Application Reviewed By _____  |   |
| Accepted <input type="checkbox"/>  | Rejected <input type="checkbox"/>         |
| Withdrawn <input type="checkbox"/>   | Applicant notified: Date _____ Time _____ |
| DISCLOSURES: If applicable, Applicant has been provided with the following disclosures |   |
| _____ Military Air Installation  |   |
| _____ Defective Drywall  |   |

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**DISCLOSURE OF BROKERAGE RELATIONSHIP  
FOR UNREPRESENTED PARTY(IES)**

The undersigned unrepresented party(ies) do hereby acknowledge disclosure that the licensee \_\_\_\_\_ (Broker or Salesperson) associated with \_\_\_\_\_ (Brokerage Firm) represents only the following party in a residential real estate transaction for the sale or lease of \_\_\_\_\_ (Property):

- Seller(s)      OR       Landlord(s)  
 Buyer(s)      OR       Tenant(s)

**SELLER/LANDLORD**

**BUYER/TENANT**

\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Date / Signature

\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Date / Signature

**SELLER/LANDLORD**

**BUYER/TENANT**

\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Date / Signature

\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Date / Signature



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181 Kings Highway Suite 209  
 Fredericksburg, VA 22405  
 Tel: (540) 372-7272  
 Fax: (540) 372-7221  
 Email: Merlyn.Banks@bankspropertymanagement.com  
[www.bankspropertymanagement.com](http://www.bankspropertymanagement.com)

## RENTAL /LANDLORD VERIFICATION REQUEST FORM

I/We authorize BANKS Property Management & Sales, Agent, Owner, Landlord to release any and all information regarding our rental history current & past, that may require for the purpose of seeking a rental history.

Applicants (s) Names(s) \_\_\_\_\_

Current /Past Address: \_\_\_\_\_

Names and address of Current Landlord or /Management Company \_\_\_\_\_

**Applicant Signature/Date** \_\_\_\_\_ **Applicant Signature/Date** \_\_\_\_\_

**\*\*\*\*\*TO BE COMPLETED BY MANAGEMENT COMPANY OR LANDLORD ONLY\*\*\*\*\***

Dates Rented? From: \_\_\_\_\_ to: \_\_\_\_\_ Monthly Rent \$ \_\_\_\_\_

Paid as Agreed? Yes? \_\_\_\_\_ No? \_\_\_\_\_ Number of times late after 5<sup>th</sup> /month? \_\_\_\_\_ Over 30 days \_\_\_\_\_

Any money owed as of this Date? If Yes? please explain \_\_\_\_\_ No? \_\_\_\_\_

Any Return Checks payments NSF? If Yes? (#) of times? Please explain \_\_\_\_\_ No? \_\_\_\_\_

Any Legal action/filing past or present? If Yes? please explain \_\_\_\_\_ No? \_\_\_\_\_

Number (#) of Unauthorized or Authorized Animals/Pets? If Yes? please explain \_\_\_\_\_

Any complaints on Animals/Pets? If Yes? please explain \_\_\_\_\_ No? \_\_\_\_\_

Any Smoking inside or outside premises if Yes? please explain \_\_\_\_\_ No? \_\_\_\_\_

Has Property Written Notice to Vacate Given? Yes? \_\_\_\_\_ No? \_\_\_\_\_

Was the lease and tenancy fulfilled if No? please explain? \_\_\_\_\_ No? \_\_\_\_\_

Date of Last Property Visit or Inspection Conducted? \_\_\_\_\_

Any Lease Violations current or past including Property Damages? if Yes? please explain \_\_\_\_\_ No? \_\_\_\_\_

If past tenant what was the condition of property after move out? please explain \_\_\_\_\_ Yes? \_\_\_\_\_

Will you re-rent if eligible? Yes? \_\_\_\_\_ No? \_\_\_\_\_ Other information you wish to Share? \_\_\_\_\_

Landlord /Agent/Manager Signature/Date \_\_\_\_\_

**We appreciate your time, please Fax: (540) 372-7221 or Email to: [Merlyn.Banks@bankspropertymanagement.com](mailto:Merlyn.Banks@bankspropertymanagement.com) or at [repairs@bankspropertymanagement.com](mailto:repairs@bankspropertymanagement.com)**





## SMOKE ADDENDUM TO LEASE

This Addendum is made on this day \_\_\_\_\_ by and between BANKS Property Management & Sales also knowns as managing agent, and \_\_\_\_\_ (applicant who has made application to become Tenants of the Property) and \_\_\_\_\_ (Property Owner/Landlord) For the premises known as \_\_\_\_\_

It is hereby understood by all parties that the above reference property are a smoke free environment, therefore no smoking of any kind shall be permitted inside the premises/residence or other buildings included in this lease.

This restriction applies to tenants and their guests or visitors. If tenant and/or guests, invitees, visitors smoke out of doors, care must be taken with disposal of cigarettes, cigars or pipe residue to avoid litter or fire hazard.

Note that smoke damages can result from the use of candles, Incense or plug-In air fresheners. The tenant shall be fully responsible for any type remediation to the interior of the premises and exterior for any smoke related damages to include unauthorized cigarette/cigar/pipe, grease fire, candles, plugs in air fresheners etc.

\_\_\_\_\_  
Tenant/Date

\_\_\_\_\_  
Tenant/Date

\_\_\_\_\_  
Tenant/Date

\_\_\_\_\_  
Tenant/Date

\_\_\_\_\_  
Landlord/Managing Agent

