



Level 10 Management LLC MINNESOTA RENTAL CRITERIA

Level 10 Management LLC (“Level 10”) Rental Criteria are necessary to keep residents & guests safe in homes and property financially sound, free of irresponsible conduct and disrepair caused by tenants or a person under control of a tenant & in legal compliance. ALL applicants MUST meet or exceed Level 10’s non-discriminatory Rental Criteria. All Rental Criteria meet all federal, state & local regulations.

RENTAL APPLICATIONS REVIEWED ACCORDING TO RENTAL CRITERIA: (“Rental Criteria”):

1. Applicant & Application Requirements
 - a. Government issued photo proof of identity from ALL applicants 18 or over. Photo proof of identity can be established with a valid government issued photo ID: US State issued Driver’s license or ID card, Passport (US or Foreign), or US issued Green Card (non-US Citizens MUST also provide written proof of legal residency and/or immigration status), **AND**
 - b. A student photo ID from ALL persons claiming student status. International students are required to produce current I-20 and/or IAP-66. International students with internship status MUST produce an employment authorization document), **AND**
 - c. All non-US Citizens MUST provide written proof of legal residency and/or immigration status and/or international student documentation to confirm status in US meets termination date of proposed lease, **AND**
 - d. All Applicants must provide the name and last known telephone number of each landlord/property manager/family member for each residential tenant address in the last three (3) years. If any Applicant lived at home during any portion of last three (3) years, name and last known telephone number of family member MUST be provided. If any Applicant owned a home, in full or part, and paid a mortgage instead of rent, during any portion of last three (3) years, the name and phone number of the housing lender MUST be provided for each address, **AND**
 - e. Accurate, complete and signed application with fee from ALL applicants 18+ or over (or under 18 via court order emancipation) that meet or exceed lawful Rental Criteria (including any approved guarantor(s)). If any one (1) applicant fails to meet any one (1) Rental Criteria, an application in full, including ALL applicants, will be DENIED. Gross monthly income of all applicants are used to calculate **Minimum Income**.
 - f. Applicant acknowledgment of receipt and review of Rental Criteria is NOT approval of any applicant or application and NOT an offer to lease any residential premises, **AND**
 - g. All Applicants must pay a \$50.00 per Applicant non-refundable application fee (“App Fee”) paid electronically. The App Fee is NOT a pre-lease deposit. The App Fee is retained by Level 10 for processing all applications with no right to return for any reason including but not limited to failure to sign a lease with or without conditions of approval.
2. Occupancy Policy (all #s = maximum persons)
 - a. Studio/Alcove = Two (2) Total Occupants
 - b. 1 Bedroom = Two (2) Total Occupants + 1 Additional Occupant under 3.
 - c. 2 Bedroom = Four (4) Total Occupants + 1 Additional Occupant under 3.
 - d. 3 Bedroom = Six (6) Total Occupants + 1 Additional Occupant under 3.
3. Combined Gross Monthly Income Must be verified at 2.90 Times Monthly Rent (“Minimum Income”).
 - a. **W2 Employee Income:**
 - i. 30 days of current W2 income showing year to date wages, **OR**
 - ii. If employed under 30 days, signed offer on letter head, with hire date, position, and salary.
 - iii. If NOT employed as of date of application, income does NOT count towards Minimum Income.
 - b. **Self-Employed Income:**
 - i. Most recent signed tax return **OR** Letter from CPA on letterhead summarizing annual income.
 - c. **Other Verifiable Income:**
 - i. Bank statement income if available balance greater or equal to required Minimum Income requirements over entire length of proposed lease term.
 - ii. Tips and commissions accepted if with tax return, W-2, or letter on employer letterhead.
 - iii. Stock, money market, or trust accounts verifying a liquefiable income with applicant name(s).
 - iv. Government issued proof of income for military such as an LES.
 - v. Social Security with matching name verification.
 - vi. Retirement and/or pension account with written document verification.
 - vii. Disability from a government issued agency with written document verification.
 - viii. VA Benefits from a government issued agency with written document verification.
 - ix. Proof of financial education assistance with written document verification.
 - x. Court ordered child support allocation with court order.

- xi. Court ordered alimony or palimony allocation with court order.
- xii. All mandated public assistance income with written proof of applicant name(s), authorization and dates.

4. Eviction History

- a. NO applicant may:
 - i. Have an eviction action WITH A JUDGMENT against any Applicant less than three (3) years before application date, OR
 - ii. Have an eviction action SETTLED with NO JUDGMENT OR WRIT OF RECOVERY issued entered one (1) year or less than application date.
- b. Applicant eviction actions dismissed or resulted in a judgment for Applicant before a submitted application will be disregarded by Level 10.

5. Rental and/or Housing History

- a. Applicant(s) with no rental history may be accepted subject to positive remainder complete rental application. Complete application requires valid/working telephone # and email of landlord/ manager/family member for ALL Applicant(s) who Level 10 confirms, in fact, were prior landlord(s)/manager(s) or are family member(s).
- b. No Applicant or Application will be approved if any Applicant has an existing, valid residential lease not paid in full. All valid residential leases require written proof of full payment and timely written notice to vacate.
- c. Bad faith withholding of rental history information by an Applicant will result in denial and if discovered after signing and/or move in, will be a material breach of lease subject to an immediate eviction action.
- d. Applicants may be denied for the following rental history items: damage to rental property beyond ordinary wear and tear, late or non-paid rent, unauthorized occupants/pets, unfulfilled lease obligations, monies owed to a prior landlord, failure to place utility services in own name upon landlord request, inability to obtain renter's insurance landlord request, unlawful holdover, actions that negatively impacted use and/or enjoyment of residents or any other unlawful behavior or material breach.

6. Credit / Financial Fitness as Tenant

- a. Applicants must have a credit score of **650** and a credit report that demonstrates fitness as a tenant. Credit score will be a material, but not sole factor to accept or deny.
- b. Applications may be denied for any negative credit report information that demonstrates unfitness as a tenant including but not limited to: unverifiable social security number, open bankruptcy, bankruptcy discharged within the past 36 months, open/non-satisfied judgment/collection for unpaid rent or damage to a rental unit, other non-medical/student loan judgments or collections above \$4,000, past due mortgage, or tax lien.
- c. In consideration for Level 10's exclusive offer of the leased premises to Applicants, Applicants must have ability to pay first month rent plus a one (1) month security deposit, in full, at time of signing lease, even if signed prior to first occupancy date or lease commencement date. Applicant inability to pay shall immediately render application and Level 10's offer to rent, void. All written leases are contingent upon an Applicant paying the security deposit stated on written lease within forty-eight (48) hours of lease signing. Failure to pay security deposit within forty-eight (48) hours of lease signing may render any written lease VOID. Management may require the Applicant(s) to pay the security deposit and other required fees including but not included to the first month's rent in certified funds.

7. Criminal Background:

An application may be DENIED for any one (1) of the following criminal background criteria:

- a. Convictions for real or personal property damage, theft or swindle misdemeanor offenses with sentencing dates FIVE (5) YEARS OR LESS from application. Convictions for all other misdemeanor offenses with sentencing dates THREE (3) YEARS OR LESS from application.
- b. Conviction for felony offenses for with sentencing dates SEVEN (7) YEARS OR LESS from application.
- a. ANY conviction for the following felony offenses: first-degree assault, first-degree aggravated robbery, first-degree murder, second-degree murder, third-degree murder, first-degree manslaughter, kidnapping, terrorism or first-degree criminal sexual conduct, or any crimes of violence.
- c. ANY conviction of the illegal manufacture or distribution of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802) or for those same offenses that mandate denial of tenancy in federally assisted housing subject to federal regulations, including but not limited to when member of household is subject to lifetime sex offender registration requirement under state sex offender program.
- d. Criminal arrests with PENDING CHARGES or ACTIVE CASES including those with deferred adjudication or pre-trial diversion with conditions receive an individualized assessment and acceptance or denial on a case by case basis. If denied, applications will be notified within fourteen (14) days of denial with the non-discriminatory basis for the denial with supplemental evidence.

8. In Person, Over Phone, and Electronic Communication Conduct

- a. No Applicant may, verbally, or in writing, be profane, disrespectful, or physically abusive during the

application process. Such conduct or communication may result in a denial.

9. Offer to Lease Acceptance or Denial Timelines

- a. **Acceptance:** If multiple Applicants apply and ALL do not meet or exceed the rental criteria, ALL applications will be denied. If ALL accepted, Level 10 will contact the Applicant(s) using preferred communication. Applicants have no more than three (3) days to sign a lease from receipt of lease draft and may be required to pay all fees including but not limited to the security deposit.
- b. **Denial:** If denied, Level 10 will contact the applicant(s) using the preferred communication, as selected on the signature page. Additionally, the applicant(s) will receive a denial letter via email. If no email, the denial letter will be mailed to the most recent address on the application.
- c. **Free Report:** Level 10 uses AppFolio, Inc. (“AppFolio”) for all tenant screenings. Applicants can write to AppFolio at 50 Castilian Drive, Santa Barbara, CA 93117 for a background report if requested within Sixty (60) days of application date. AppFolio can be contacted by phone via 866.359.3630.
- d. Level 10 uses Rental History Reports (“RHR”) for tenant screenings. Applicants can go to www.RentalHistoryReports.com/applicant or write to RHR at 7900 West 78th Street, Suite 400, Edina, MN 55439 for a background report if requested within Sixty (60) days of application date. RHR can also be contacted by phone via 888.389.4023 or 952.545.3953.

10. Guarantor/Corporate Leases

- a. Applications that meet all Level 10 Rental Criteria other than Minimum Income or Credit / Financial Fitness as Tenant may allow a guarantor to qualify so long as guarantor provides written evidence of Minimum Income five (5) times monthly rent and credit score of 680 or higher.
- b. Non-individual applications that request a corporate entity as named Tenant are reviewed and approved via individualized assessment on a case by case, non-individual applicant basis. Tenant entity additional factors: History of entity and filings with Minnesota Secretary of State, financial health as stated on last two (2) years of tax returns, last 2 financial quarters financial statements, confirmed positive entity rental history with other like-landlords, judgments or liens against entity, guaranteed income stream (from any source) for this specific tenancy for entire term of tenancy, willingness of entity member(s) to sign a personal guaranty for all rent and damage beyond normal wear and tear. All individuals seeking to sign a lease as an entity who intend to occupy as an 18+ adult are free to apply as an individual under non-entity Level 10 rental criteria.

11. Application Information Verification Deadlines.

- a. All Applicant provided rental application information must be independently confirmed by Level 10 within three (3) business days of completed application submission (“**Completion Date**”). Any unverifiable phone numbers or other information for any one applicant, will result in denial of ALL applicants. Once denied, the unit applied for immediately returns to market on a first come first serve basis. If Applicant seeks to update missing or unverified information in its application after the Completion Date, it may do so, but understands the first completed and verified application has priority over all others. Applicant understands it has no priority over other applications after Completion Date if its application has missing or unverified information.

12. Applicant authorizes Level 10 Management, LLC and AppFolio, or any authorized vendor, to use any and all electronic application information if applicant, or joint tenants, fail to pay any amount due at the applied for leased premises.

THE BELOW CRITERIA ARE ONLY APPLICABLE FOR THE CLOUD ON FIFTH IN ST. CLOUD

1. Roommate Matching* (*Applies only to The Cloud on Fifth in St. Cloud) Level 10 offers roommate matching services in specific leased premises that require a lease with private bedroom and shared living common area. Level 10 works diligently to provide requested roommate match(es) but neither applicants nor residents at The Cloud on Fifth are guaranteed a requested match at lease commencement or a placed resident will occupy leased premises for any given resident's tenancy. Applicants understand and acknowledge changes may occur prior to commencement of roommate(s) and during the lease. Any change in roommate(s), conflict with a roommate(s), or other roommate(s) dispute or conflict that cannot be resolved directly between roommate(s) or suitemate(s) may be reported to Level 10 who will try to mediate the conflict. Level 10 will not intervene in any issue where a conflict includes a protected class. If conflict cannot be mutually resolved, as a last resort and not a protected class (music, noise, TV/study conflict) Level 10 may offer in its sole discretion another shared leased premises for remainder of lease (if available).
2. Application Fee and Pre-Lease Deposit*(*Applies only to The Cloud on Fifth in St. Cloud). Level 10 requires a \$50 nonrefundable application fee for each Applicant, including guarantors, for the processing of criminal, credit, employment, and rental background checks. Applicant may pay this application fee online through the rental application link or by check or money order. Once Applicant completes application and \$50 application fee is received by Level 10, Level 10 requires a separate pre-lease deposit to hold a bedroom space, or the entire apartment,

through the application screening process. Level 10 requires a pre-lease deposit for private bedroom with shared living of \$300. Level 10 requires a pre-lease deposit for a full apartment lease in a studio, one-, or two-bedroom unit of \$600. If Applicant (or co-applicant) is rejected by Level 10, the pre-lease deposit is refunded within seven (7) days of Level 10's denial. If Applicant (s) (and all co-applicants) are accepted by Level 10, pre-lease deposit automatically applies to Applicant's security deposit due under the lease. If Applicant fails to sign a lease with Level 10 within 24 hours of notice of approval from Level 10, Level 10 may immediately retain the pre-lease deposit, re-lease the leased premises and sign a lease with another Applicant for the Leased Premises.

3. Shared Living Apartment Occupancy & Age Limits(*Applies only to The Cloud on Fifth in St. Cloud). The Cloud on Fifth is a unique residential property with predominantly shared living apartments that offer private bedrooms with shared living areas located immediately adjacent to the University Welcome Center and campus of St. Cloud State University. The Cloud on Fifth seeks to provide and protect privacy, autonomy and security of shared living students. This unique business purpose offering also helps mitigate housing costs (rent, furniture and utility costs) to students. In pursuit of meeting student personal, relationship and quality of life needs, including but not limited to healthy, safe, uncrowded shared living that does not substantially interfere with the need to primarily focus of studying 24 hours a day, The Cloud on Fifth restricts shared living apartments to the following to shared common area apartments:

- 1 qualifying person per private bedroom
- All applicants must be under 30 years of age at time of application. Upon a shared living tenant's 31st birthday, shared living lease at Cloud automatically terminates at end of term.
- All applicants must also provide written proof of valid student status or graduate faculty work at time of application and lease renewal with enrolled courses or graduate work that extend into at least 50% of lease and renewal term. Proof requires both proof of admittance and acceptance of admission.
- Valid written proof of legal US residency for length of lease term, including, if necessary, student visa.
- All guarantors must provide proof of legal permanent US residence.
- Lack of US legal permanent residence for guarantors requires prepayment of three (3) months of rent applied to the final three (3) months of a lease.
- All applicants regardless of nationality must provide photographic government issued identification.

Non-Shared Living Apartment Occupancy & Age Limits.

- All applicants must be under 30 years of age at time of application
- All applicants must also provide written proof of valid student status or graduate faculty work at time of application and lease renewal with enrolled courses or graduate work that extend into at least 50% of lease and renewal term. Proof requires both proof of admittance and acceptance of admission.
- Valid written proof of legal US residency for length of lease term, including, if necessary, student visa.
- All guarantors must provide proof of legal permanent US residence.
- Lack of US legal permanent residence for guarantors requires prepayment of three (3) months of rent applied to the final three (3) months of a lease.
- All applicants regardless of nationality must provide photographic government issued identification.

We Applicant(s) have reviewed and fully understand Level 10's Rental Criteria prior to submitting any individual rental application and received and reviewed energy disclosures

APPLICANT 1 APPLICANT 2 APPLICANT 3 APPLICANT 4

Signature: _____

Date: _____