

**CHICO GARDENS APARTMENTS**  
851 POMONA AVENUE  
CHICO, CA 95928  
(530) 345.8360 ♦ Fax (530) 345.3524  
Office Hours: M-F 8:00am-5:00pm

Dear Prospective Tenant,

Thank you for your interest in Chico Gardens Apartments. We are a Tax Credit (affordable housing) community and have income limits that are set by Housing and Urban Development that we must follow.

In order for us to pre-qualify you, we will need copies of the following documents. Please return all required documents, as listed below with your application:

- **Three Months of the Most Recent Check Stubs** for anyone who plans to reside in the apartment and is 18 years of age or older. If your income is **Social Security** or **Welfare**, we need a copy of the **award letter** or **Passport to Services** showing the amount that you receive each month.
- **Three Months of the Most Recent Bank Statements** for any checking and or savings account.
- **Income Tax Return** for the previous tax year for each person 18 years of age or older who will be living in the apartment.
- **Copy of Driver's License** or ID for each person 18 years of age or older who will be living in the apartment.
- **Copy of Social Security Card** for each person who will be living in the apartment.
- **Copy of Birth Certificate** for each person who will be living in the apartment.
- **\$35.00 Check or Money Order** (*no cash*) for Credit & Criminal Background Check fee for each person 18 years of age or older who will be living in the apartment.
- **\$400.00 Deposit** to reserve the apartment.

Once you have been pre-approved, provided we have an available apartment, we will begin processing all verification forms and all other forms required by the State and Federal Governments for Tax Credit housing.

Please be aware that if you are a **full-time college student**, you may **not qualify** *unless* you meet one or more of the following:

Married and filing joint Income Tax Return;  
Single parent with dependent child/children; or  
Receiving welfare assistance, such as AFCD or TANF

If you have any questions regarding the above information, please contact us during business hours.

Thank you,

Chico Gardens Apartments



**\*\*NOTE:** Each person 18 years of age or older that plans to reside in the apartment must complete a separate application.



# Chico Garden Apartments

## SELECTION CRITERIA

We want to thank you for considering Chico Gardens Apartments as your next home. We are very proud of our community and believe you will be too. Our required standards for qualifying are listed below. You will be pleased to know that all residents/applicants have been screened with the same quality care. There is a non-refundable credit history/application fee in the amount of \$ 35.00 per adult applicant. This form and each application must be filled in completely and signed in order to complete this process.

The objectives of this tenant criteria:

- outline the areas used to determine eligibility to occupy housing owned or managed by ISM Management;
- set forth guidelines for applying the criteria in a nondiscriminatory way so as to comply with all applicable fair housing laws, and to ensure decisions affecting admission to and continued occupancy of residence in the community are made without regard to race, color, religion, sex, national origin, familial or handicap status and any legislation protecting the individual rights of residents, applicants or staff which may subsequently be enacted.
- lawfully deny admission to anyone whose presence threatens the health, safety or welfare or persons or community property or that threatens to disrupt the peaceful enjoyment of the property by other members of the community;
- ensure the financial stability of the community and the owners;
- promote safe and sanitary housing.

An applicant may be rejected if they fail to meet any of the following criteria:

1. Gross Income must be at least 2 times the monthly rent.
2. Negative rental history or mortgage history.
3. Lack of verifiable employment history with current employer.
4. Negative Credit history.
5. Evictions from prior housing.
6. Occupancy guidelines- 2 persons per bedroom plus 1.
7. Negative criminal history. Criminal convictions or arrests that result in an adjudication against the applicant other than a finding of not guilty that involve: fire, firearms, illegal drugs, theft, destruction of property, sex offense, violence to another person, any crime involving a minor, or any criminal offense that may threaten the health, safety or right to peaceful enjoyment of the premises by other residents.
8. Misrepresentation on the applicant's applications, including failure to disclose previous rental evictions or complete criminal history.

We look forward to serving you!

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

INCOME LIMITS:

Number of Occupants	35%	40%	45%	50%	60%
1	15,365	17,560	19,755	21,950	26,340
2	17,535	20,040	22,545	25,050	30,060
3	19,740	22,560	25,380	28,200	33,840
4	21,910	25,040	28,170	31,300	37,560
5	23,695	27,080	30,465	33,850	40,620
6	25,445	29,080	32,715	36,350	43,620



**ISM Management Company, LLC**  
**SMOKE FREE ADDENDUM TO RENTAL AGREEMENT / LEASE**

THIS AGREEMENT made and entered into between: Chico Gardens, “Owner/Agent” and \_\_\_\_\_, “Resident” who Rents the premises from Owner/Agent located at:

849 Pomona Ave, Unit # (if applicable) \_\_\_\_\_  
*(Street Address)*  
Chico, CA, 95928  
*(City) (State) (Zip)*

Tenant and all members of Tenant’s family or household are parties to a written lease with Landlord (the Lease). This Addendum states the following additional terms, conditions and rules which is incorporated into the Lease.

1. **Purpose of Addendum:** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking, (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building.
2. **Smoke-Free Premises:** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant’s household have been designated as a smoke-free living environment. Tenant and members of Tenant’s household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant’s dwelling is located or in any of the common areas or adjoining grounds of such building or other parts of the rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.

Smoking of tobacco products is prohibited on the entire property, including individual units, common areas, every building and adjoining properties.

3. **Tenant to Promote No-Smoking Policy:** Tenant shall inform Tenant’s guests of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating or drifting into the Tenant’s unit from sources outside of the Tenant’s apartment unit.
4. **Owner/Agent Not Guarantor of Smoke-Free Environment:** Tenant acknowledges that Landlord’s adoption of a smoke-free living environment, and the efforts to designate the rental complex/property as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant’s health or of the smoke-free condition of the Tenant’s unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.



5. **Other Tenants are Third-Party Beneficiaries of Tenant's Agreement:** Landlord and Resident agree that the other Tenants at the complex are the third-party beneficiaries to this Addendum. Therefore, commitments in this Addendum are made to the other Tenants as well as to Landlord. A Tenant may sue another Tenant for an injunction to prohibit smoking or for damages, but does not have the right to evict another Tenant. Any suit between Tenants herein shall not create a presumption that the Landlord breached this Addendum.
  
6. **Effect of Breach and Right to Terminate Lease:** A breach of this Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Addendum shall be a material breach of the lease and grounds for immediate termination of the Lease by the Landlord.
  
7. **Disclaimer by Landlord:** Tenant acknowledges that Landlord's adoption of a smoke free living environment, and the efforts to designate the rental complex as smoke-free, does not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other landlord obligation under the Lease.
  
8. **Effect on Current Tenants:** Tenant acknowledges that current tenants residing in the complex under a prior lease will not be immediately subject to the No-smoking Policy. As current tenants move out, or enter into new leases, the smoke-free policy will become effective for their unit or new lease.

A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. The undersigned Residents(s) acknowledges having read and understood the foregoing, and receipt of an original copy.

\_\_\_\_\_

*Resident*

\_\_\_\_\_

*Date*

\_\_\_\_\_

*Resident*

\_\_\_\_\_

*Date*

\_\_\_\_\_

*Owner/Agent*

\_\_\_\_\_

*Date*



**ISM MANAGEMENT COMPANY LLC  
RENTAL APPLICATION**

Property Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Unit Number \_\_\_\_\_ Unit Size Applying for: \_\_\_\_\_ Requested Move-in Date \_\_\_\_\_

NOTE: All Sections 1 through 16 along with signature(s) and date(s) must be completed before this application can be processed. PLEASE DO NOT LEAVE ANY BLANKS.

**1. APPLICANTS NAME(S) AND CURRENT ADDRESS**

Head of Household:	Date of Birth:	
Social Security No.	Drivers License No. or I.D. No.	
Spouse/Co-Applicant:	Date of Birth:	
Social Security No.	Drivers License No. or I.D. No.	
Current Address:	City:	State: Zip Code
Current Phone No.	Work Phone	Other Phone

2. PRESENT LANDLORD: Name \_\_\_\_\_ Phone No. \_\_\_\_\_

LIST YOUR ADDRESS(ES) FOR THE LAST (5) YEARS:

ADDRESS	LANDLORD	TELEPHONE NO.	DATE(S)	
			FROM	TO

HOUSEHOLD: How many people will be occupying the unit: \_\_\_\_\_. Beginning with the head of household, list the legal names of all persons who will be residing in the unit. Indicate by checking "yes" or "no" if the person is a full time student.

First & Last Name(s)	Relationship	Social Security No.	Birth Date	Student Status			
				Full Time	Part Time	Yes	No
1.	Head of Household						
2.							
3.							
4.							
5.							
6.							

4. CHANGE IN HOUSEHOLD SIZE: Do you anticipate a change in your household size within the next 12 months?  YES  NO  
If Yes, explain: \_\_\_\_\_

5. STUDENT STATUS DISCLOSURE: Will **all** the occupants of the household be full time students?  YES  NO

A full time student is a adult individual that is currently or will be enrolled in 12 hours of classes per week and will be enrolled at an educational institution with regular facilities, other than correspondence school, during 5 months of the year.

6. ANTICIPATED INCOME: Below is a complete statement of anticipated income to be considered for each occupant for the 12 month period commencing on the date of occupancy.

Name of Employer or Agency	Employment	MONTHLY AMOUNT					
		SSI	SSA	Child Support	Unemplo	Disability	Other

Anticipated income is defined as:

- The full amount before any payroll deductions of wages, salaries, overtime, commissions, fees, tips and bonuses from employment;
- Net income from the operation of a business or profession;
- Regular payments from social security, annuities, insurance policies, retirement funds, pensions, disability, death benefits and or other similar types of recurrent payments;
- Payments in lieu of earnings, such as unemployment, disability compensation, worker's compensation and or severance pay;
- Public assistance income, where payments include amounts specifically designated for shelter and utilities;
- Allowances such as alimony, child support and regular contributions or gifts from persons not residing in the unit
- All regular and special pay and allowances from members of the Armed Forces (whether or not they are living in the unit) who are the head of the household or spouse;

- Any earned income tax credit to the extent it exceeds income tax liability;
- Annual income from interest, dividends and other income from net family assets, including income distributed from trust funds;

**Excluding**

- Infrequent, occasional or irregular gifts;
- Amounts which are specifically for reimbursement of medical expenses;
- Lump sum payments such as inheritances, insurance settlements resulting from accidents, health hazards or other injuries, capital gains and settlements for personal or property losses;
- Amounts of educational scholarships paid directly to the student or the educational institution for tuition, fees, books and equipment amounts paid by the government to a veteran for the costs of tuition, fees, books and equipment;
- Special pay to a head of a family service person who is away from home and exposed to hostile fire;
- Relocation payments under Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;
- Foster child care payments;
- The value of coupon allocation for the purchase of food pursuant to the Food Stamp Act of 1964;
- Payments received pursuant to participation in ACTION volunteer programs;
- Income from the employment of children (including foster children) under the age of 18 years.

7. **ASSETS:** Assets are defined as cash (wherever held, including but not limited to bank accounts, EBT and debit card accounts related to Social Security, Unemployment, Public Assistance, Disability, etc.), trust funds, equity in real estate or capital investments, notes receivable, stocks, bonds, money market accounts, IRAs, retirement and pension funds, and luxury personal items (gems, jewelry, art, coin collections, etc...) **Do not include** necessary personal property assets (clothing, furniture, daily use autos, tools, dishes, etc.), special equipment for the handicapped, cash value of life insurance policies and assets of a business. List all Assets and their anticipated income below. If no income is earned from a single or combined asset valued over \$5,000, use the HUD Passbook Rate of 0.06%. Indicate the actual or imputed asset income by checking the appropriate box. **If NONE, indicate NONE in the spaces provided. This includes checking and savings accounts.**

Type of Asset	Account No.	Value of Asset	Earnings (interest)	Actual <input type="checkbox"/> or Imputed (0.06%) <input type="checkbox"/>
<input type="checkbox"/>				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

8. **COMBINED ASSETS:** Do the assets listed above exceed \$5,000 for the entire household?  YES  NO

9. **DISPOSAL OF ASSETS:** Have you disposed of any assets valued at \$1,000.00 or more in the past two years?  YES  NO  
If yes, provide documentation showing the value of the disposed asset along with the amount you received.

10. CREDIT REFERENCES:	Name and Address	Account No. / Loan No.	Monthly Payment

11. PERSONAL REFERENCES:	Name and Address	Telephone Number

12. AUTOMOBILE (S)	Make/Model	Year	Color	License Plate No.	State

13. **Pets:** Do you have any pets?  YES  NO  
How many? \_\_\_\_\_ Type and Size? \_\_\_\_\_

14. **BANKRUPTCY:** Have you or your spouse/co-applicant ever declared bankruptcy?  YES  NO  
If yes, what year \_\_\_\_\_

15. **CRIME:** Have you or your spouse/co-applicant ever been convicted of a crime, placed on probation/parole, or is there a current warrant for your arrest, or are you currently involved in any criminal activity?  YES  NO  
If yes, Explain: \_\_\_\_\_  
\_\_\_\_\_

16. **DISABLED STATUS:** We are required as a housing credit agency administering its low-income housing credit program, to the best of our ability to provide disability status information, pursuant to 42 U.S.C. 1437z-8 on each occupant at our community. However, it is the tenant's voluntary choice whether to provide such information. There is no penalty for persons who do not complete this question. Please list each household member's name below who will be residing at our community and answer yes or no if any household member is disabled according to Fair Housing Act definition for disability.

<u>First and Last Names</u>	<u>Relationship</u>	<u>Disability - Yes or No</u>

17. **APPLICATION AGREEMENT:** Applicant agrees to pay a non-refundable Application Fee in the amount set forth on the attached form, which defrays Owner's administrative costs in processing the application. The undersigned person represents that all the above statements are true and complete and hereby authorize verification of such information via credit reports, rental history reports, release of information by employer (present and former) and other means. I also authorize all persons/firms named and unnamed in this application to freely provide any and all requested information concerning myself and hereby waive all right of action for any consequence resulting from such information. Failure to answer any of the above inquiries shall entitle owner to reject this application. False information given above shall entitle the owner to (1) reject this application (2) retain the application fee(s) and deposit(s) as liquidated damages for the owner's time and expenses of processing this application, and (3) terminate resident's right of occupancy. False information may also constitute a serious criminal offense under the law of this state in any lawsuit relating to this application agreement or rights under statute or government regulations, the prevailing party is entitled to recover attorney's fees and all other costs of litigation from the non-prevailing party. The Owner reserves the right to report information about payment performance to consumer credit reporting agencies. I swear under the penalty of perjury that the above information provided is true to the best of my knowledge.

_____	_____
Signature of Head of Household	Signature of Spouse/Co-Applicant
Date	Date

