

**NEW WINDSOR GARDENS**  
**3204 Route 9W**  
**New Windsor, NY 12553**  
**845-561-2279**

**NEW WINDSOR GARDENS STATEMENT OF RENTAL POLICY**

- 1. We are an equal opportunity housing provider. We fully comply with the federal Fair Housing Act. We do not discriminate against any person because of race, color, religion, sex, disability, familial status, sexual orientation, or national origin. We also comply with all applicable state and local fair housing laws.**
- 2. Apartment availability policy.** Apartments become available when they are ready to rent. A vacant apartment may not be deemed available until it has been cleaned, repainted, and thoroughly prepared for your occupancy, and where applicable, has been inspected by local or state agencies. We do our best to keep our lists current and try to update our lists as soon as apartments become available. An apartment that was unavailable in the morning may become available later that same day.
- 3. Age Requirement.** Unless otherwise required by law, you must be at least 18 years of age to be the responsible party on a lease.
- 4. Occupancy guidelines.** To prevent overcrowding, noise and undue stress on plumbing and other building systems, we restrict the number of people who may reside in an apartment. In determining these restrictions, we adhere to all applicable fair housing laws. We allow only two persons per bedroom. Only bedrooms may be used as sleeping areas. For example, a one-bedroom apartment may house up to two people, and a two-bedroom apartment may house up to four people. These rules may set a higher standard than the minimums set by the housing code, but we believe this is necessary to protect our residents and the quality of life in our buildings. You should bear in mind that if your family grows you may reach a point where you need a larger apartment. We may or may not be able to offer you a larger unit. We cannot promise that one will be available if you need one.
- 5. Application process and Identity Verification.** We evaluate every application in the following manner. You must submit a rental application and truthfully answer all questions on the form. No rental application will be taken without proper original photo identification. We also reserve the right to request a form of government identification, which may be an original driver's license, a passport, etc. and your original social security card in order to verify that the information we are checking matches up with the person or persons applying for an apartment. If you are in the military, you must present us with your military identification. **NO APARTMENT WILL BE SHOWN WITHOUT PROPER ORIGINAL PHOTO IDENTIFICATION.** You must pay the \$50.00 non refundable application fee in the form of a money order, or personal check, per applicant. We will not process any application that is not filled out in its entirety. Once the application has been filled out in its entirety, we will send your application to our third-party applicant screening company, which will process your application and we will notify you with the outcome. **If you do not provide us with sufficient or adequate documentation to verify your identity and background information your application will be denied.**

**6. Rental criteria.** To qualify for an apartment at NEW WINDSOR GARDENS, you must meet the following criteria:

- a. Income.** You must be gainfully employed or have a reliable source of income and we reserve the right to request reasonable documentation to help facilitate the rental process. That documentation may be 2 recent pay stubs, an IRS tax filing, bank statements, investment portfolio, etc. If you are self employed, you must present us with last years tax returns and/or quarterly taxes. If you have been a full -time student at any time within the past year, we will require you to have your lease guaranteed.
- b. Rental history.** You must have a satisfactory rental reference for the prior 12 month rental history or from at least two prior landlords. If you have ever been evicted or sued for any lease violation, we have the right to reject your application.
- c. Credit history.** Your credit record must currently be satisfactory. If your credit history shows any unpaid debts, we have the right to reject your application.
- d. Criminal history.** If you have ever been convicted of a crime or felony, we reserve the right to reject your application. If you have been convicted of a disorderly persons offense or petty disorderly persons offense or misdemeanor involving dishonesty or violence within the past five years, we reserve the right to reject your application. If you have a history of any convictions for assault, rape, arson, drug related matters, destruction of property, or any matters that would be a risk to our residents, we reserve the right to reject your application.

**SCORING OF YOUR CONSUMER CREDIT REPORT:** NEW WINDSOR GARDENS uses a third-party applicant screening service company that uses a credit scoring system to evaluate your consumer credit report. Credit scoring is based on real data and statistics, so it treats all applicants objectively. Based upon your credit score and the outcome of the criminal history check, your application will either be accepted or rejected. If we are unable to verify your income or your income is contrary to your lease application, our acceptance of your lease application will be withdrawn. In addition to verifying your income, if we cannot verify all of the other information on your application, your application will be rejected. If your application is rejected, we will advise you of the credit reporting agency used to check your background information. You may check your credit history and ask the agency to correct any errors you may believe are included in your credit history. We are not responsible for the accuracy of your credit history. If your application is denied, you may submit new application in the future, with a new fee and we will consider the application and obtain an updated credit history. Your new application may or may not be accepted.

#### **INFORMATION FOR APPLICANT:**

The undersigned fully understands that the application fee in the amount of \$50.00 per applicant to process the rental application is non-refundable. Once the rental application has been approved and the applicant accepts an apartment, the applicant must submit a reservation fee in the amount of \$300.00 along with the Certificate of Occupancy fee, where applicable, to reserve an apartment. All monies are to be paid in the form of a money order or certified check only, other than money paid for the rental application. The \$300.00 reservation fee will be applied towards the first month's rent. A security deposit or a security deposit alternative must be paid upon signing of lease. Applicant agrees that if applicant fails to take possession of the premises, Landlord may retain as liquidated damages, the reservation fee and any other monies paid by applicant. Upon signing the lease, the first month's rent and/or pro-rated rent, a security deposit, or a security deposit alternative, and any other fees must be paid in full before any apartment

keys will be given out. You are not authorized to take possession until you have signed your lease. Any person taking possession without having first signed a lease is a trespasser.

In addition, Landlord does not provide renter's insurance. It is mandatory that all residents purchase and maintain a tenant or renter's liability insurance policy at the sole expense of the resident for the length of their tenancy. At time of lease signing, new resident must provide a copy of the liability insurance policy.

**MAKE PAYMENT PAYABLE TO: NEW WINDSOR APARTMENT ASSOCIATES, LLC**

I or we consent to allow NEW WINDSOR GARDENS, through its agent and employees, to obtain and verify my or our credit information, criminal history, consumer report, investigate consumer report, public records, employment, income and landlord references, for any purpose including determining whether or not to lease to me or us an apartment. I understand that should I or we lease an apartment, NEW WINDSOR GARDENS shall have a continuing right to review these items, in addition to my residency application, payment history and occupancy history for account review purposes and for improving application methods. NEW WINDSOR GARDENS may obtain information from any source and may exchange credit information with consumer reporting agencies.

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Applicant's signature                      Date

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Applicant's signature                      Date

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Applicant signature                      Date

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Applicant signature                      Date