

NOTICE – BACKGROUND INVESTIGATION AUTHORIZATION

Landlord/Property Manager: Browning-Gordon & Company, Inc.

The Landlord/Property Manager listed above will obtain a “consumer report” and/or “investigative consumer report” about you from a consumer reporting agency for tenancy or rental purposes.

The consumer report may contain information about your character, general reputation, personal characteristics and mode of living, whichever are applicable. The report may also contain information about you relating to your criminal history, credit history, social security verification, rental history, or other background checks. This may involve personal interviews with sources such as your neighbors, friends or associates.

You have the right, upon written request made within a reasonable time after receipt of this notice, to request disclosure of the nature and scope of any investigative consumer report to Confirm Choice, LLC, 4205 Hillsboro Pike, Suite 200, Nashville, TN 37215 – toll free at 1-888-925-0114. For information about Confirm Choice, LLC’s privacy practices see www.confirmchoice.com. Your information will only be used and/or disclosed as permitted by law and as required for creation of any report(s).

ACKNOWLEDGMENT AND AUTHORIZATION

I hereby authorize Confirm Choice, LLC to obtain a consumer report and/or investigative consumer report on me, as applicable. I have read and understand the above statement and hereby give my express permission to complete this investigation. I acknowledge that Landlord/Property Manager has provided me with a copy of *A Summary of Your Rights Under the Fair Credit Reporting Act*.

Minnesota & Oklahoma applicants only: Under state law you have a right to receive a copy of your consumer report, free of charge, if one is requested by Landlord/Property Manager. By checking “yes”, a copy will be provided to you at the address you provide on this notice.

I would like to receive a copy of my consumer report: Yes No

New York applicants only: Under state law you have the right to inspect and receive a copy of any investigative consumer report requested by Landlord/Property Manager by contacting Confirm Choice, LLC directly.

Washington State applicants only: Under state law you have a right to request a copy of the Washington Fair Credit Reporting Act’s disclosures to consumers (RCW 19.182.070) by contacting Confirm Choice, LLC directly.

California, Maine applicants only: Under state law you have a right to receive a copy of your investigative consumer report and/or consumer credit report, free of charge, if one is requested by Landlord/Property Manager. By checking “yes” a copy will be provided to you at the address you provide on this notice.

I would like to receive a copy of my consumer report: Yes No

Signature

Today’s Date

Social Security Number*

Print Full Name

Print other names you have used

Date of Birth*

Driver’s License Number & State Issued

Name as it appears on Driver’s License

Current Address

City

State

Zip

***This information will be used for tenancy or rental-related background screening purposes only and no other purpose.**

Para informacion en espanol, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20006.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20006.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identify theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed

or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.

- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:

1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.

b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the Bureau:

2. To the extent not included in item 1 above:

a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks

b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act

c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations

d. Federal Credit Unions

3. Air carriers

4. Creditors Subject to Surface Transportation Board

5. Creditors Subject to Packers and Stockyards Act

6. Small Business Investment Companies

7. Brokers and Dealers

8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations

9. Retailers, Finance Companies, and All Other Creditors Not Listed Above

CONTACT:

a. Bureau of Consumer Financial Protection
1700 G Street NW
Washington, DC 20006

b. Federal Trade Commission: Consumer Response Center – FCRA
Washington, DC 20580
(877) 382-4357

a. Office of the Comptroller of the Currency
Customer Assistance Group
1301 McKinney Street, Suite 3450
Houston, TX 77010-9050

b. Federal Reserve Consumer Help Center
P.O. Box 1200
Minneapolis, MN 55480

c. FDIC Consumer Response Center
1100 Walnut Street, Box #11
Kansas City, MO 64106

d. National Credit Union Administration
Office of Consumer Protection (OCP)
Division of Consumer Compliance and Outreach (DCCO)
1775 Duke Street
Alexandria, VA 22314

Asst. General Counsel for Aviation Enforcement & Proceedings
Department of Transportation
400 Seventh Street SW
Washington, DC 20590

Office of Proceedings, Surface Transportation Board
Department of Transportation
1925 K Street NW
Washington, DC 20423

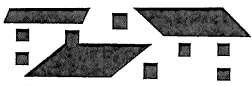
Nearest Packers and Stockyards Administration area supervisor

Associate Deputy Administrator for Capital Access
United States Small Business Administration
406 Third Street, SW, 8th Floor
Washington, DC 20416

Securities and Exchange Commission
100 F St NE
Washington, DC 20549

Farm Credit Administration
1501 Farm Credit Drive
McLean, VA 22102-5090

FTC Regional Office for region in which the creditor operates or
Federal Trade Commission: Consumer Response Center – FCRA
Washington, DC 20580
(877) 382-4357



BROWNING-GORDON & CO., INC., CRMC®

PROPERTY MANAGEMENT

3015 POSTON AVENUE, SUITE 101
NASHVILLE, TN 37203

OFFICE (615) 383-3999

Fax (615) 383-2168

www.browning-gordon.com

Tenant Application Form

PROPERTY ADDRESS: _____

RENT _____

DEPOSIT _____

LEASING AGENT _____

FOR OFFICE USE ONLY

DATE _____ TIME _____

DEPOSIT _____ APP FEE _____

TOTAL PAID _____

MOVE-IN DATE _____

ACCEPTED _____ REJECTED _____

COPY GIVEN _____ MAILED _____

FILL IN BLANKS COMPLETELY

Applicant's Full Name _____

Social Security # _____ Birthdate _____

Other Occupants/Relation to Applicant/Birthdates _____

Best # to reach _____ email address _____

Present Address _____ City _____ State _____ Zip _____

Telephone _____ How Long? _____ Rent Amount _____

Reason For Moving _____

Landlord's Name & Address _____ Phone # _____

Previous address _____ Rent Pymt Amt \$ _____

Reason For Moving _____

Landlord's Name & Address _____ Phone # _____

Applicant's Employment _____ Supervisor _____

Address _____ City _____ State _____ Zip _____ Telephone _____

Position _____ Salary \$ _____ per month Starting Date _____

****If self employed, we will need proof of income: i.e. 3 months' bank statements, or latest tax return.****

Additional Income

1. Bank _____ Branch _____ Phone # _____
City _____ State _____ Acct. # _____ Check () Savings () Loan ()

2. Bank _____ Branch _____ Phone # _____
City _____ State _____ Acct. # _____ Check () Savings () Loan ()

Personal References

1. _____ Address _____ Phone # _____

2. _____ Address _____ Phone # _____

3. _____ Address _____ Phone # _____

NO PETS WITHOUT PRIOR APPROVAL. EACH PET SUBJECT TO NON-REFUNDABLE PET FEE

Number of Pets _____ Type(s) _____ Breed (s) _____ Weight _____

Age _____ Color _____ How long owned? _____ Housebroken? Yes () No ()

OFFICE USE ONLY: ACCEPTED () REJECTED () INITIALS

VEHICLES: We do not allow vehicles on the property without permission. Vehicles not approved in writing may be towed away at the owner's expense. One vehicle allowed per licensed driver/tenant

1. Vehicle Make _____ Model _____ Year _____ Color _____ License # _____ State _____

2. Vehicle Make _____ Model _____ Year _____ Color _____ License # _____ State _____

3. Driver's License #'s: Applicant _____ State _____

List any boats, trailers or recreational vehicles with identifying license numbers.

Have you ever been evicted from any residential rental property? ___ Yes ___ No

Have you ever been convicted or do you have any pending charge(s) of felony or misdemeanor? ___ Yes ___ No

If yes, please explain: _____

EMERGENCY CONTACT INFORMATION:

Name _____ Relationship _____ Phone # _____

Address _____ City _____ State _____ Zip _____

How did you hear about Browning-Gordon & Co., Inc? _____

Please tell us which websites you searched: _____

***Please note that Browning-Gordon & Co., Inc. has a NO CASH POLICY. Please be prepared to pay all fees, deposits and rents by cashier's check or money order. Thank you.**

- 1) **PROCESSING FEES:** A non-refundable processing fee is payable with this application. The processing fee will not, under any circumstances, be refunded or applied to any debt owed by the applicant to Browning-Gordon & Co., Inc. (hereafter referred to as BGC). Processing fees are \$50.00 for each applicant and/or cosigner, and will be accepted only in the form of a cashier's check or money order. All adult occupants and/or applicants (over 18 years of age) must fill out an application and sign the lease.
- 2) **ESCROW DEPOSIT:** An escrow deposit is also due and payable with this application. In the event this application is not approved, the deposit will be refunded. Deposits will be accepted only in the form of a cashier's check or money order. The applicant will be provided with a blank lease form, upon request. **Applicant understands that the escrow deposit will be forfeited as liquidated damages if applicant cancels or withdraws the application or merely changes his/her mind (whether or not the lease has been signed).** Escrow deposits will be deposited in Regions Bank upon approval of application.
- 3) **APPROVAL:** BGC can normally approve or decline an application within three business days. However, there may be delays due to criminal background checks, employment verifications, and rental verifications. Every effort is made to expedite the process. If the applicant fails to submit the necessary processing fee and escrow deposit, this application will be considered withdrawn and BGC and the applicant will be under no further obligation. It is necessary to have all applications, processing fees, and escrow deposits before the property will be taken off the market for lease. Once the application is approved and the lease is signed, the escrow deposit will become the security deposit. A portion of the security deposit will be designated as a non-refundable cleaning fee. The remainder of the deposit will be refundable. The first month's rent will also need to be paid in the form of a cashier's check or money order. Please know that two valid forms of identification will be required of all persons on the lease. One of these will need to be a photo I.D. These will need to be shown at lease signing. If applicant gives false information, BGC has the option of voiding this application and/or any subsequent lease. Denial of one applicant will result in denial of all applicants. Notice in writing may be mailed to applicant at present address or last known address, if present address is not available.
- 4) **RENTAL POLICY: 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, national origin, handicap or familial status. We adhere to all applicable state and local fair housing laws; and **we limit occupancy to two people per bedroom.** Also Metro Codes does not allow a group of more than three unrelated persons to live together in a dwelling unit. To qualify for a rental unit through BGC, **you must meet the following rental criteria:** 1) Your monthly income must be at least three times the monthly rent and must be verified. 2) If there are any rental (or landlord/tenant) judgements/collections/monies owed, these must be paid in full and written notice of this fact must be received by BGC. 3) If there are more than four other types of unpaid collections, judgements or charge offs, the application will be declined. 4) We do not accept or approve applications that show a current or pending Chapter 11 or 13 Bankruptcy. A Chapter 7 Bankruptcy may be considered if it has been discharged and evidence of that fact has been received by BGC, and if applicant has since maintained a good credit history. 5) The burden of proof rests with the applicant. 6) There are three parts of the credit application: rental history, employment/income verification, and credit history. If you do not meet one of the above credit criteria, you may qualify for the unit if you can get a third party to guarantee your lease. The guarantor will need to pass the same application and screening process and will be required to sign the lease. BGC will also not accept any applicant with a prior rental eviction or unfavorable rental reference. 7) There is also a criminal background check. Please be advised that BGC will not lease to any individual who has ever had a conviction or who has a pending charge of a felony crime. BGC will not lease to any individual who, within the last three (3) years has had a conviction or who has a pending misdemeanor charge involving illegal substances or a crime against a person or property.
- 5) **AGENCY DISCLOSURE:** Applicant acknowledges and understands that BGC represents the owner of the property in the lease of the property for which applicant is applying.
- 6) **LEAD PAINT DISCLOSURE:** Applicant is hereby notified that any property built prior to 1978 may contain lead based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, LESSORS must disclose the presence of known lead based paint and lead based paint hazards in the dwelling. LESSEES will receive a Federally approved pamphlet on lead poisoning prevention at the lease signing. If you would like this pamphlet prior to signing your lease, please make this request prior to returning your application to Browning-Gordon & Co., Inc.
- 7) **PETS:** Most of our properties do not allow pets. All pets are subject to prior approval by BGC and the owner of the property. For each approved pet, the applicant must pay a non-refundable pet fee. The minimum pet fee is \$300 per pet. There may be additional pet deposits required. Where pets are allowed, there is a limit of two pets per property. Unauthorized pets may be subject to penalties per the lease agreement. A pet addendum will become a part of the lease agreement. The following types of dogs are prohibited: Pit Bulls, Alaskan Malamutes, Rottweilers, Akitas, Chow Chows, American Stratfordshire Terriers, Doberman Pinschers, German Shepards, Great Danes, Siberian Huskies, Wolf hybrids, Perro de Presa Canarios and any dog that has any one of the previously listed breeds in their lineage. If a dog has a history of violent behavior, it is determined to be a dangerous dog no matter what the pedigree and it is then not allowed on the property.
- 8) **RETURN POLICY:** There is a \$30 processing charge for any payment that is returned for any reason. Please provide two separate cashier's checks or money orders for the processing fee and the escrow deposit, both made payable Browning-Gordon & Co., Inc.
- 9) **POSSESSION:** Failure by BGC to deliver possession of the premises at the time agreed upon, shall not subject BGC to damages in any amount whatsoever. If the applicant's lease application is approved, the rent and other obligations, as outlined in the lease agreement, must begin no more than seven (7) days from the date of the approval.
- 10) **STATEMENT OF UNDERSTANDING:** Applicant agrees that he/she has read and agrees to above application policies. Applicant also understands that this application is part of the lease agreement and certifies that all information is correct. Any misrepresentations, misleading or false statements made by LESSEE and later discovered by LESSOR will, at LESSOR's option, void the lease agreement. Applicant hereby authorizes BGC to check whatever sources BGC deems necessary to verify or update information before, during, or after tenancy and authorizes the investigation of all statements contained in this application. Applicant agrees that application and any reports obtained in the investigation of the application may be shared with the owner of the property. Applicant agrees to pay any court costs, attorney fees, or collection costs which may be necessary to enforce any of the application policies.

****APPLICATION FEE & SECURITY DEPOSIT ARE DUE WHEN
SUBMITTING THE APPLICATION & MUST BE MADE PAYABLE WITH
SEPARATE CASHIER'S CHECKS OR MONEY ORDERS****

Lessee

Date

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