



Rental Application Instructions

(Please read before you complete this Application)

Thank you for your interest in a USA Multifamily Management, Inc. community. We strive to ensure that the application process is smooth and without any delays. In order to assist us with this process, we ask that you complete the following:

1. A separate application is needed from each household member who is 18 years or older, and/or the Head, Spouse, or Co-Head.
2. Applications for all household members must be submitted to office staff at the same time to accurately determine eligibility.
3. The application must be filled out completely, neatly, and legible.
4. If you make a mistake, draw a single line through the mistake, write-in the correct answer and initial your change.
5. If a question does not apply to you, please use *No* or *None* as your answer. Do not leave any answer blank.
6. Applications that contain correction fluid and/or whiteout cannot be accepted.
7. Applications can be made available and accepted via mail, fax, or email.
8. Employed applicants must be able to provide 3 months of current and consecutive pay-stubs if employed with the same employer for the past 3 months. If the applicant has not been employed for 3 months with the same employer, all of the pay-stubs received since the start date will need to be provided. The first pay-stub will not be considered in the income calculation if it only contains partial hours based on the start date of employment.
9. If self-employed, you should be able to provide 2 years of Federal Tax Returns with Schedule C, 1099's, and all other relevant tax documents to determine income eligibility. Driving jobs, such as Uber and Lyft (gig economy), selling items on E-Bay, Craigslist, and other platforms is considered self-employment. Self-employment must be the same business that matches the Schedule C's that are provided. If you have not been self-employed for 2 years, you must be able to provide documentation that proves the self-employment income, such as the payroll printouts from the portal that shows income earned and what was paid to the parent company. Please note that gross earnings less what was paid to the parent company will be counted as earnings. Further deductions for gas, phone, or other expenses will not be deducted unless you have a Schedule C that has been filed with the IRS. If you are not driving or selling items any longer, but accounts are still or have been on active status within 90 days of the date the application was submitted and/or you have received income from those sources, the earnings will still be counted in the household annual income.
10. All documentation requested must be provided within three (3) business days or the application will be canceled and you will lose the holding deposit.
11. All changes of income or assets during the application process must be reported or the application will be denied.
12. If, at the time of pre-qualification or at any time during the application process, it is determined that the income does not meet the minimum income requirement or exceeds the maximum allowable income, the application will be denied and you may re-apply in 60 days if there is availability.
All information regarding household composition, income, assets, and student status must be disclosed by applicants and will be third-party verified before the application can be approved. This certification process must also be completed on an annual basis.

This housing is offered without regard to race, color, religion, sex, gender, gender identity and expression, family status, national origin, marital status, ancestry, age, sexual orientation, disability, source of income, genetic information, arbitrary characteristics, or any other basis prohibited by law.





This property has units with accessibility features (mobility, hearing &/or visual). Please discuss with a management representative for more details. Reasonable accommodations and modifications will be provided upon request. A person with a disability may ask for: A change in rules (reasonable accommodation), a physical change to their apartment or shared areas in the building (reasonable modification), an accessible apartment, and/or aids and services to help them communicate with us. If you or anyone in your house has a disability and needs any of these things to live in a USA Multifamily Management community and use our services then please contact a member of the office staff and ask to fill out a form called a 'Request for Reasonable Accommodation/Modification'.

SPECIAL UNIT REQUIREMENT(S) QUESTIONNAIRE

This questionnaire is to be administered to every adult applicant/resident (whether applying for residency or for placement on the Regulatory Waitlist) at VIRGINIA STREET STUDIOS.

It is used to determine whether a household needs special features in their housing unit. The need for special adaptations must be verified in order to assure that the limited number of units with special features go to persons that actually need the features.

Applicant Name: _____

☐ I choose not to complete this form. _____
Applicant Signature Date

1) Do you or does any member of your household have a condition that requires any of the following: ☐ Yes (check all that apply) ☐ No

☐ A separate bedroom	☐ Unit for Vision-Impaired
☐ A Barrier-free apartment	☐ Unit for Hearing-Impaired
☐ One-level unit	☐ BR/Bath on 1 st floor
☐ Physical modifications to a typical apartment	

2) If you checked any of the above listed categories of units, please explain exactly what you need to accommodate the situation: _____

3) What is the name of the person who needs the features identified above? _____

4) Can you and all household members go up and down stairs unassisted?
☐ Yes ☐ No

5) Will you or any members of your household require a live-in aide to assist you?
☐ Yes ☐ No

6) Who should be contacted to verify the need for the features you have identified above?
Name: _____
Address: _____
Phone: _____

Applicant Signature Date





RENTAL APPLICATION

This box section is to be completed by Management Staff:

Date Received: _____ Time Received: _____
Unit #: _____ Unit Type: STUDIO Monthly Rent: _____

APPLICANT: _____
First Name / M/I / Last Name
Daytime Phone: _____ **Evening Phone:** _____
E-mail Address: _____

HOUSEHOLD OCCUPANTS: List all household members who will live in the apartment. Be sure to include any temporarily absent family members such as military or students who will be returning to the household and any unborn child, foster children or foster adults.

	Full Legal Name (First, MI, Last)	Relationship to Head of Household	Date of Birth (M/D/YYYY)	Social Security Number
1.		HEAD		
2.				
3.				
4.				
5.				
6.				
7.				
8.				

Will anyone not listed above be moving in during the next 12 months? ☐Yes ☐No
Will a Live-in Aid and/or an Attendant be living in the apartment? ☐Yes ☐No

STUDENT STATUS: Are you currently a student? Or, do you anticipate on becoming a student in the next twelve (12) months? ☐Yes ☐No

RESIDENCE HISTORY - Please list where you have lived for the last 3 years regardless of whether or not you paid rent or a mortgage payment. Do not list a P.O. Box address.

CURRENT RESIDENCE – If additional space is needed, please request an additional page.

Address:

Select One: ☐ Rent ☐ Own ☐ Other (explain):

Landlord:Landlord Phone:

Month/Year Moved In:Rent/Mortgage:

PREVIOUS RESIDENCE (If within the past 3 years)

Address:

Select One: ☐ Rent ☐ Own ☐ Other (explain):

Landlord:Landlord Phone:

Month/Year Moved In:Rent/Mortgage:



RENTAL APPLICATION

APPLICANT: _____
First Name / M/I / Last Name

EMPLOYMENT HISTORY:

Current Employer Name _____
Address, City, State, Zip _____
Phone _____ Fax # _____ Email _____
Start Date _____ Position/Title _____ Supervisor _____
(m/yyyy)

Do you have a second job/employer? ☐ Yes ☐ No

Second Employer Name _____
Address, City, State, Zip _____
Phone _____ Fax # _____ Email _____
Start Date _____ Position/Title _____ Supervisor _____
(m/yyyy)

Previous Employer Name _____
Address, City, State, Zip _____
Phone _____ Fax # _____ Email _____
Start Date _____ End Date _____ Position/Title _____
(m/yyyy) (m/yyyy)

OTHER INFORMATION:

Drivers License or ID # _____ State Issued _____

Vehicle Make _____	Do you have any Pets? ☐ Yes ☐ No
Model _____	Type of Pet _____ Color _____
Year _____	Breed of Pet _____
License # _____	Full Grown Weight _____
Color _____	Pet License # _____

Emergency Contact Name _____
Complete Address _____
Phone _____ Relationship _____

- Have you ever.....use the back of this page if more room is needed
- 1. Filed for bankruptcy? ☐ Yes, Date Discharged _____(m/yyyy) ☐ No
 - 2. Been evicted from a residence? ☐ Yes ☐ No
Explain _____
 - 3. Been convicted of a felony? ☐ Yes ☐ No
Explain _____
 - 4. Been asked to vacate for not complying with Recertification Procedures? ☐ Yes ☐ No
Explain _____
 - 5. Are you currently receiving rent assistance or a rent subsidy? ☐ Yes ☐ No
Your rent portion \$ _____ Housing Rent Portion \$ _____
 - 6. Will this apartment be your only place of residence? ☐ Yes ☐ No
If No, please explain _____
 - 7. Will a business be run out of your home? ☐ Yes ☐ No
If Yes, please explain _____
 - 8. Total Gross Annual Income _____





Certification and Authorization to Release Information

I have applied for residency at a USA Multifamily Management, Inc. apartment community. In applying for residency:

1. I completed a rental application containing various information regarding my employment and income information, assets, student status and rental history. I certify that all of the information is true and complete. I make no misrepresentations in the application or other documents, nor did I omit any pertinent information.
2. I understand and agree that USA Multifamily Management, Inc. may verify the information provided on the application with my/our employer (s) and/or stated financial institutions.

Authorization to Release Information:

To Whom It May Concern:

1. I have applied for residency at a USA Multifamily Management, Inc. apartment community. As part of the application process, USA Multifamily Management, Inc. may verify information contained in my rental application and in any other documents required in connection with the application, either before I have been accepted for residency or as part of USA's re-certification process.
2. I authorize you to provide to USA Multifamily Management, Inc., any and all information and documentation that they request. Such information includes, but is not limited to, employment history, any and all income sources, bank, money market, and similar account balances, student status, credit, and rental history.
3. USA Multifamily Management, Inc. may address this authorization to any party named on the rental application.
4. A copy of this authorization may be accepted as an original.
5. Your prompt reply to USA Multifamily Management, Inc. is appreciated.

This consent form expires 15 months after it is signed.

Applicant/Resident Signature

Date

Social Security Number

Printed Name

TENANT INCOME CERTIFICATION QUESTIONNAIRE

One Form per Adult Member of the Household

NAME: _____	TELEPHONE NUMBER: () _____
☐ Initial Certification	Unit # _____
☐ Re-Certification	
☐ Other	
☐ I am a new household member who has occupied/will occupy unit on: _____	

INCOME INFORMATION

MONTHLY GROSS INCOME

	Yes	No			
1.	☐	☐	I am self-employed (<i>list nature of self employment</i>) _____	(use adjusted net income for self-employment only)	\$ _____
2.	☐	☐	I have a job/have been offered employment and receive/will receive wages, salary, overtime pay, commissions, fees, tips, bonuses, and/or other compensation: List the businesses and/or companies that pay you: <u>Name of Employer:</u> 1. _____ 2. _____ 3. _____		\$ _____ \$ _____ \$ _____
3.	☐	☐	I receive cash contributions of gifts including rent or utility payments, on an ongoing basis from persons not living with me.		\$ _____
4.	☐	☐	I receive unemployment benefits.		\$ _____
5.	☐	☐	I receive Veteran's Administration, GI Bill, or National Guard/Military Benefits/Income		\$ _____
6.	☐	☐	I receive Social Security payments.		\$ _____
7.	☐	☐	The household receives <u>unearned</u> income from family members age 17 or under (example: Social Security, Trust Fund disbursements, etc.)		\$ _____
8.	☐	☐	I receive Supplemental Security Income (SSI)		\$ _____

TENANT INCOME CERTIFICATION QUESTIONNAIRE

One Form per Adult Member of the Household

	Yes	No		
9.	☐	☐	I receive disability, EDD paid family leave, EDD disability insurance, or death benefits other than Social Security (do not include settlement payments: ie; workers compensation, lawsuit settlements due to a disability).	\$ _____
10.	☐	☐	I receive Public Assistance Income (<i>examples: TANF, CalWorks, CAPI, AFDC, GA/GR</i>) <i>*Do not include CalFresh, SNAP, Food Stamps</i>	\$ _____
11.	☐	☐	I receive child support payments (<i>ie: court ordered, parental agreement, etc.</i>) If yes, from how many persons do you receive support? _____	Total amount of support received: \$ _____
12.	☐	☐	I receive alimony or spousal support payments (<i>ie: court ordered, divorce agreement, etc.</i>) If yes, from how many persons do you receive support? _____	Total amount of support received: \$ _____
13.	☐	☐	I receive periodic payments from trust (interest), annuities, inheritance, retirement funds or pensions, insurance policies, or lottery winnings. If yes, list sources: 1. _____ 2. _____	\$ _____ \$ _____
14.	☐	☐	I receive rental income from real or personal property.	(use net earned income) \$ _____
15.	☐	☐	I receive student financial aid (<i>public/private</i>) Subtract actual covered cost of tuition from aid received.	\$ _____
16.	☐	☐	Are any of the above noted income sources (<i>including Social Security, wages, unemployment, public assistance, disability, etc.</i>) , currently being received as a Debit Visa or MC?	List Income Source: _____ _____
17.	☐	☐	Do you anticipate receiving or have you applied for any income source that will begin in the next 12 months?	List Income Source: _____ _____

TENANT INCOME CERTIFICATION QUESTIONNAIRE

One Form per Adult Member of the Household

ASSET INFORMATION

	Yes	No		Interest Rate	Current Value
18.	☐	☐	I have a checking account(s). If yes, list bank(s) & last four digits of account number: 1. _____ 2. _____ 3. _____ 4. _____	 _____ % _____ % _____ % _____ %	 \$ _____ \$ _____ \$ _____ \$ _____
19.	☐	☐	I have a savings account(s). If yes, list bank(s) & last four digits of account number. 1. _____ 2. _____	 _____ % _____ %	 \$ _____ \$ _____
20.	☐	☐	I have funds held on an EBT card, Debit Visa, or Debit MC *Do not include CalFresh, SNAP, Food Stamps		Current Balance: \$ _____
21.	☐	☐	I have available funds held in a payment service account, such as Venmo, PayPal, Skrill, etc. Source: 1. _____ 2. _____		 \$ _____ \$ _____
22.	☐	☐	I have a revocable trust(s) If yes, list bank(s) 1. _____ 2. _____	 _____ % _____ %	 \$ _____ \$ _____
23.	☐	☐	I own real estate. If yes, provide description: 1. _____ 2. _____		 \$ _____ \$ _____
24.	☐	☐	I own crypto currency such as Bitcoin, Litecoin, Ethereum, etc. If yes, list type: 1. _____ 2. _____		Current Balance: \$ _____ \$ _____
25.	☐	☐	I own stocks, bonds, or treasury bills. If yes, list sources/bank names 1. _____ 2. _____	Interest/Dividend _____ % _____ %	 \$ _____ \$ _____

TENANT INCOME CERTIFICATION QUESTIONNAIRE

One Form per Adult Member of the Household

	Yes	No		Interest Rate	Current Value
26.	☐	☐	I have Certificates of Deposit (CD) or Money Market account(s). If yes, list sources/bank names 1. _____ % 2. _____ %	 	
27.	☐	☐	I have received a federal tax return refund or refundable tax credit in the last 12 months.		Refund Amount: \$ _____
28.	☐	☐	I have a life insurance policy with a cash/surrender value. If yes, how many policies? _____		\$ _____
29.	☐	☐	I have disposed of assets (<i>i.e. gave away money/assets</i>) for less than the fair market value in the last 2 years. If yes, list items and date disposed: 1. _____ 2. _____		
30.	☐	☐	I have cash on hand in excess of \$250.		\$ _____

Yes No STUDENT ELIGIBILITY

☐	☐	I am a part-time student
☐	☐	I am a full-time student (<i>Example: K-12, College, Trade School, etc.</i>)
☐	☐	Does the entire household consist of people who are currently <u>full-time</u> students?
☐	☐	Does the entire household consist of people who are either currently a full time student or were a full-time student for 5 months or more in the current calendar year?
☐	☐	Does your household anticipate becoming an all full-time student household in the next 12 months?

Yes No *If you answered yes to any of the previous 5 questions, are you:*

☐	☐	Receiving assistance under Title IV of the Social Security Act (<i>AFDC, TANF, CalWorks - not SSA/SSI</i>)
☐	☐	Enrolled in a job training program receiving assistance through the Job Training Participation Act (JTPA), Workforce Investment Act (WIA), or other similar federal, state, or county government program
☐	☐	Married and filing (<i>or are entitled to file</i>) a joint tax return (<i>please provide copy of marriage certificate or tax return</i>)
☐	☐	Single Parent with a dependent child(ren) and neither you or your child(ren) are dependents of another individual
☐	☐	Previously enrolled in the Foster Care Program (<i>currently age 18-24</i>)

TENANT INCOME CERTIFICATION QUESTIONNAIRE

One Form per Adult Member of the Household

Under penalties of perjury, I certify that the information presented on this form is true and accurate to the best of my knowledge. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information will result in the denial of application or termination of the lease agreement.

Printed Name of Applicant / Tenant

Signature of Applicant / Tenant

Date

Witnessed by (Signature of Owner Representative)

Date



APPLICATION ADDENDUM

I, _____, understand under penalty and perjury that the
Applicant Name
information supplied in my application is true and correct as of _____ and all income
Date of Application
and asset sources have been disclosed.

I, _____, understand that the Section 42 program annualizes
Applicant Name
income based on current or upcoming circumstances to project income calculations for the upcoming
certification year.

It is my responsibility to notify management if any information supplied on my application dated,
_____, changes prior to my move in or annual certification date.
Date of Application

Information that must be disclosed, as noted above includes:

- Household composition changes (deletion or additions to the current persons listed on the application)
- Any asset changes (including but not limited to, opening or closing of accounts, potential lump sum amounts from Social Security, Trusts, etc.)
- Any income changes (including but not limited to, a job offer that will start prior or directly after the certification period, receipt of Social Security benefits applied for prior to the certification period but not yet received, the onset of a required minimum distribution from an asset source that will occur at any point in the certification period)
- Any changes to Student Status (all household members become full time students at any time during the certification year)

I, _____, understand that providing false, inaccurate,
Name of Applicant
or misleading information regarding my eligibility during the upcoming certification period constitutes an act of fraud and will result in denial of the application or termination of the lease agreement.

Furthermore, those persons who have provided false, inaccurate, or misleading information will be reported to the Internal Revenue Service and any other governmental agency(s) that have provided financing for this project.

Applicant/Resident Signature

Date

Management Signature

Date



Supplemental Application to Lease- Disclosures

RENTAL APPLICATION DISCLOSURES REGARDING CREDIT AND INVESTIGATIVE CONSUMER REPORTS

This document is part of the Application to Lease and must be signed in order for us to screen your application. You have certain rights under federal, state, and local laws with respect to your consumer report. In evaluating your application, a consumer reporting agency listed below may provide us with information.

Credit Bureaus:

- **Experian (TRW), Attn: NCAC, P.O. Box 2002, Allen, TX 75013 (888) 397-3742**
- **TransUnion, Consumer Disclosure Center, P.O. Box 1000, Chester, PA 19016 (800) 888-4213**
- **Equifax (CBI), P.O. Box 740241, Atlanta, GA 30374 (800) 685-1111**

Additionally, you have a right to (1) inspect and receive one free copy of such report by contacting the consumer reporting agencies listed above; (2) obtain a free copy of the report from each national consumer reporting agency annually, and/or a report from www.annualcreditreport.com; and (3) dispute any inaccurate information in the report with the consumer reporting agency.

Moreover, an investigative consumer report may be obtained regarding your character, general reputation, personal characteristics and/or mode of living. Such information may include unlawful detainer (eviction) reports, bad check searches, criminal background searches, social security number verification, fraud warnings, previous tenant history and employment history. While we may obtain criminal history checks on potential residents, we are under no duty to do so, and we do not warrant or guarantee the personal safety of any resident, occupant, guest or other person in the Community. We certify that we are obtaining the report and will only use it for the permissible purpose of evaluating your rental application and for no other purpose.

The following investigative consumer reporting agency is used to prepare our investigative consumer reports:

Rentgrow, Inc.
177 Huntington Ave, Suite 1703 #74213
Boston, MA 02155-3153
(800) 898-1351
www.rentgrow.com

Please check the following if you would like to receive a copy of the investigative consumer report obtained.

☐ I request a copy of the rental report obtained. Reports will be provided within **3 business days** of receipt thereof. It can be sent to me at the following address:

Additionally, under California Civil Code § 1786.22 (part of the Investigative Consumer Reporting Agencies Act), if you wish to dispute the accuracy or completeness of any item in the consumer report, you may contact the investigative consumer reporting agency above and request an investigation. You have the right, upon written request made within a reasonable time after receipt of this notice, to request whether a consumer report has been conducted about you, disclosure of the nature and scope of any investigative report, and to request a copy of your report.

You may also view the file maintained on you by the above reporting agency during normal business hours. You can receive a copy of your file by providing proper identification and paying related copy costs. You may also receive a summary of the file by telephone. The agency is required to have employees available to explain your file to you and they must explain any coded information in your file. You can bring someone with you to view the file, so long as they have identification.

Under California Civil Code §1786.22, an investigative consumer reporting agency shall supply files and information required under Section 1786.10 during normal business hours and on reasonable notice.

An investigative consumer reporting agency ("Agency") shall make available files maintained on a consumer for the consumer's visual inspection as follows:

- (1) **In Person:** if he/she/they appear in person and furnish proper identification. A copy of the individual's file shall also be available to the consumer for a fee not to exceed the actual costs of duplication services provided;
- (2) **By Certified Mail:** if he/she/they makes a written request, with proper identification, for copies to be sent to a specified addressee. Investigative consumer reporting agencies complying with requests for certified mailings under this section shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies;
- (3) **By Telephone:** A summary of all information contained in files on a consumer and required to be provided by Section 1786.10 shall be provided by telephone, if the consumer has made a written request, with proper identification for telephonic disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to the consumer.

"Proper identification" shall mean any information generally deemed sufficient to identify a person and includes documents such as a valid driver's license, social security account number, military identification

card, and credit cards. Only if you cannot reasonably identify yourself with such information may an Agency require additional information concerning your employment and personal or family history in order to verify your identity.

The Agency shall provide trained personnel to explain to you any information furnished to you pursuant to Section 1786.10.

The agency shall provide a written explanation of any coded information contained in your file. This written explanation shall be distributed whenever a file is provided to you for visual inspection.

One other person of your choice may accompany you when you come to inspect your file. The person must furnish reasonable identification. The Agency may require you to furnish a written statement granting permission to the Agency to discuss your file in your companion's presence.

I hereby acknowledge that I have been provided, read and understand my rights under California Civil Code §1786.22.

Applicant Signature

Date

I hereby authorize and consent for the property owner (either directly or through its designated agents and its employees) to investigate my employment, financial, credit, criminal, litigation and rental history and to obtain reports that may include credit reports, investigative consumer reports, criminal record information, unlawful detainer (eviction) reports, bad check searches, social security number verification, and previous tenant and employment history. Additionally, I hereby authorize and consent for the property owner (either directly or through its designated agents and its employees) to request and disclose information to previous or subsequent (actual and prospective) landlords and property management companies. I agree to provide additional information upon request.

Applicant Signature

Date

SUMMARY OF RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

In addition to the rights you have under California Law, under the Fair Credit Reporting Act, you have a right to request disclosure of the nature and scope of the investigation. You must be told if information in your file has been used against you. You have a right to know what is in your file, and this disclosure may be free. You have the right to ask for your credit score (there may be a fee for this service). You have the right to dispute incomplete or inaccurate information. Consumer reporting agencies must correct inaccurate, incomplete, or unverifiable information.

By signing this application, you acknowledge that you have been provided a Summary of Rights under the Fair Credit Reporting Act which includes the following: (1) your right to be told if information has been used against you including the name, address, and phone number of the agency that provided the information; (2) your right to know what's in your file. You may request and obtain all of the information about you in the files of a consumer reporting agency. In many cases, the disclosure will be free. You are entitled to a free file disclosure if (a) a person has taken adverse action against you because of information in your credit report; (b) you are the victim of identity theft and place a fraud alert in your file; (c) your file contains inaccurate information as a result of fraud; (d) you are on public assistance; and (e) you are unemployed by expect to apply for employment within sixty (60) days. Additionally, all consumers are entitled to one free disclosure every twelve (12) months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information; (3) your right to request a credit score; (4) your 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 consumerfinance.gov/learnmore for an explanation of dispute procedures; (5) consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information, usually within thirty (30) days; (6) consumer reporting agencies may not report outdated negative information, in most cases the agency may not report negative information that is more than seven (7) years old, or bankruptcies that are more than ten (10) years old; (7) access to your file is limited. A consumer reporting agency may provide information about you only to people with a valid need; (8) your right to 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; (9) you may limit "prescreened" offers of credit and insurance you get based on information in your credit report. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).

The following FCRA right applies with respect to nationwide consumer reporting agencies: (1) you have a right to place a "security freeze" on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. Alternatively, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud

alert is a one (1) year alert that is placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting seven (7) years. If a consumer reporting agency, or 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.

SB 267 Disclosure

Section 12955 of the California Government Code allows applicants for rental housing who receive a government rent subsidy, including a Section 8 Housing Choice Voucher, the option to provide alternative verifiable evidence of their ability to pay the rent each month in lieu of allowing a landlord to use the applicant's credit history.

If you will be receiving a government rent subsidy which will cover a portion of your rent each month, please select one of the following screening options:

☐ I authorize the Landlord to use my credit history as part of the application process

☐ I will provide alternative evidence of ability to pay the rent requested by Landlord, including, but not limited to, bank statements, pay records, government benefit payments, and verification of any other sources of income to demonstrate ability to pay the rent each month.

If you, as the applicant, choose to submit lawful and verifiable alternative evidence demonstrating your reasonable ability to pay, as outlined above, we, as the landlord, will afford you a reasonable amount of time to respond with that alternative evidence. We will then reasonably consider this alternative evidence in lieu of relying on your credit history when determining whether to extend the rental offer to you. Please note that your decision does not limit landlord's ability to request information or documentation to verify employment, to request landlord references, or to verify the identity of any person.

Name of Applicant: _____

Signature: _____

Dated: _____

VIRGINIA STREET STUDIOS
Name of Property

Tenant Address

USA Multifamily Management
Name of Owner/Managing Agent

LIHTC
Type of Assistance or Program Title:

Name of Head of Household

Name of Household Member

Date (mm/dd/yyyy):

This form is for the following Household Member:

(Print) Name: Male Female
Age: under 18; 18-44 years; 45-64 years; 65 and over
Disability: Yes (if age 5 years and over) No (if age 5 years and over)

Ethnic Categories*	Select One
1 - Hispanic or Latino	
2 - Not-Hispanic or Latino	
Racial Categories*	Select All that Apply
1 - White	
2 - Black or African American	
3 - American Indian/Alaska Native	
4 - Asian	
4a - Asian India	
4b - Chinese	
4c - Filipino	
4d - Japanese	
4e - Korean	
4f - Vietnamese	
4g - Other Asian	
5 - Native Hawaiian or Other Pacific Islander	
5a – Native Hawaiian	
5b – Guamanian or Chamorro	
5c - Samoan	
5d – Other Pacific Islander	
6 - Other	

*Definitions of these categories may be found on the reverse side.

Is Head of Household a woman? Yes No
Is Head of Household Disabled? Yes No

There is no penalty for persons who do not complete this form. Initial here if you choose not to disclose race and ethnicity information for the above Household Member: ►

Signature

Date

Instructions for the Race and Ethnic Data Reporting (Form HUD-27061-H)

A. General Instructions:

This form is to be completed by individuals wishing to be served (applicants) and those that are currently served (tenants) in housing assisted by the Department of Housing and Urban Development. Owner and agents are required to offer the applicant/tenant the option to complete the form. The form is to be completed at initial application or at lease signing. In-place tenants must also be offered the opportunity to complete the form as part of the next interim or annual recertification. Once the form is completed it need not be completed again unless the head of household or household composition changes. There is no penalty for persons who do not complete the form. However, the owner or agent may place a note in the tenant file stating the applicant/tenant refused to complete the form. **Parents or guardians are to complete the form for children under the age of 18.**

The Office of Housing has been given permission to use this form for gathering race and ethnic data in assisted housing programs. Completed documents for the entire household should be stapled together and placed in the household's file.

1. The two ethnic categories you should choose from are defined below. You should check one of the two categories.

1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

2. The five racial categories to choose from are defined below: You should check as many as apply to you.

1. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
2. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam
3. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black" or "African American."
4. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
5. **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.



INFORMATION ABOUT BED BUGS

In the past, bed bug infestations were primarily associated with crowded and dilapidated housing. However, bed bug infestations are now more common and can be found even in first class living accommodations. The increase may be the result of increased human travel, movement of infested luggage and items, and changes in available pesticides. Bed bugs are transferred to new locations on people, their clothing, furniture, bedding, and luggage. Civil Code §1954.603 requires that information about bed bugs be provided to California residential tenants.

Bed bug Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about $\frac{1}{4}$ of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about $\frac{1}{16}$ of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days. Bed bugs can survive for months without feeding.

Bed bug Bites: Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

Common signs and symptoms of a possible bed bug infestation:

- Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
- Molted bed bug skins, white, sticky eggs, or empty eggshells.
- Very heavily infested areas may have a characteristically sweet odor.
- Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.

To prevent bed bug infestations, before move-in and/or bringing new items to the Premises, residents should inspect all luggage, bedding, clothing, and personal property and to carefully scrutinize and consider the history of any used furniture before bringing it to the Premises. (Residents should be mindful that furniture found discarded in or around dumpsters or elsewhere may have been discarded because of a bed bug infestation).

Bed bug treatment is challenging. It requires full cooperation by residents and it will may require professional treatments over several weeks. Because of the difficulty of bed bug extermination, and because of the risk that bed bugs could spread into other units, if bed bugs are found, Resident should immediately contact Landlord, and should not attempt to personally exterminate bed bugs without professional assistance. Residents should immediately notify Landlord of any condition indicating a bed bug infestation, such as itchy welts on Resident's skin; bed bugs (whether alive or dead); blood spots (either red or brown) or excrement spots (brown or black) on bedding or the bed; or a sweet odor.

Please report suspected bed bug infestations to us by contacting:

☐ The leasing office at 255 E Virginia St, San Jose, CA 95112 | (408) 669-4620
(Insert Address and Phone Number)

☐ The property manager at 3200 Douglas Blvd #200, Roseville, CA 95661 | (916) 773-6060
(Insert Address and Phone Number)



Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking

When should I receive this form? A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you are admitted as a tenant, when you receive an eviction or termination notice and prior to termination of tenancy, or when you are denied as an applicant. A covered housing provider may provide these forms at additional times.

What is the Violence Against Women Act (“VAWA”)? This notice describes protections that may apply to you as an applicant or a tenant under a housing program covered by a federal law called the Violence Against Women Act (“VAWA”). VAWA provides housing protections for victims of domestic violence, dating violence, sexual assault or stalking. VAWA protections must be in leases and other program documents, as applicable. VAWA protections may be raised at any time. You do not need to know the type or name of the program you are participating in or applying to in order to seek VAWA protections.

What if I require this information in a language other than English? To read this information in Spanish or another language, please contact the rental office for assistance.

HOPWA PROVIDERS — Not Applicable

or go to

Not Applicable

. You can read translated VAWA forms at

https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4. If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

What do the words in this notice mean?

- *VAWA violence/abuse* means one or more incidents of domestic violence, dating violence, sexual assault, or stalking.
- *Victim* means any victim of *VAWA violence/abuse*, regardless of actual or perceived sexual orientation, gender identity, sex, or marital status.
- *Affiliated person* means the tenant’s spouse, parent, sibling, or child; or any individual, tenant, or lawful occupant living in the tenant’s household; or anyone for whom the tenant acts as parent/guardian.
- *Covered housing program*¹ includes the following HUD programs:
 - Public Housing
 - Tenant-based vouchers (TBV, also known as Housing Choice Vouchers or HCV) and Project-based Vouchers (PBV) Section 8 programs
 - Section 8 Project-Based Rental Assistance (PBRA)
 - Section 8 Moderate Rehabilitation Single Room Occupancy
 - Section 202 Supportive Housing for the Elderly
 - Section 811 Supportive Housing for Persons with Disabilities
 - Section 221(d)(3)/(d)(5) Multifamily Rental Housing
 - Section 236 Multifamily Rental Housing
 - Housing Opportunities for Persons With AIDS (HOPWA) program
 - HOME Investment Partnerships (HOME) program
 - The Housing Trust Fund
 - Emergency Solutions Grants (ESG) program
 - Continuum of Care program
 - Rural Housing Stability Assistance program
- *Covered housing provider* means the individual or entity under a covered housing program that is responsible for providing or overseeing the VAWA protection in a specific situation. The covered housing provider may be a public housing agency, project sponsor, housing owner, mortgagor, housing manager, State or local government, public agency, or a nonprofit or for-profit organization as the lessor.

¹ For information about non-HUD covered housing programs under VAWA, see Interagency Statement on the Violence Against Women Act’s Housing Provisions at <https://www.hud.gov/sites/dfiles/PA/documents/InteragencyVAWAHousingStmnt092024.pdf>.

What if I am an applicant under a program covered by VAWA? You can't be denied housing, housing assistance, or homeless assistance covered by VAWA just because you (or a household member) are or were a victim or just because of problems you (or a household member) had as a direct result of being or having been a victim. For example, if you have a poor rental or credit history or a criminal record, and that history or record is the direct result of you being a victim of VAWA abuse/violence, that history or record cannot be used as a reason to deny you housing or homeless assistance covered by VAWA.

What if I am a tenant under a program covered by VAWA? You cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because you (or a household member) are or were a victim of VAWA violence/abuse. You also cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because of problems that you (or a household member) have as a direct result of being or having been a victim. For example, if you are a victim of VAWA abuse/violence that directly results in repeated noise complaints and damage to the property, neither the noise complaints nor property damage can be used as a reason for evicting you from housing covered by VAWA. You also cannot be evicted or removed from housing, housing assistance, or homeless assistance covered by VAWA because of someone else's criminal actions that are directly related to VAWA abuse/violence against you, a household member, or another affiliated person.

How can tenants request an emergency transfer? Victims of VAWA violence/abuse have the right to request an emergency transfer from their current unit to another unit for safety reasons related to the VAWA violence/abuse. An emergency transfer cannot be guaranteed, but you can request an emergency transfer when:

1. You (or a household member) are a victim of VAWA violence/abuse;
2. You expressly request the emergency transfer; **AND**
3. **EITHER**
 - a. you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) stay in the same dwelling unit; **OR**
 - b. if you (or a household member) are a victim of sexual assault, either you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) were to stay in the unit, or the sexual assault occurred on the premises and you request an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

You can request an emergency transfer even if you are not lease compliant, for example if you owe rent. If you request an emergency transfer, your request, the information you provided to make the request, and your new unit's location must be kept strictly confidential by the covered housing provider. The covered housing provider is required to maintain a VAWA emergency transfer plan and make it available to you upon request.

To request an emergency transfer or to read the covered housing provider's VAWA emergency transfer plan,

Contact the Rental Office

The VAWA emergency transfer plan includes information about what the covered housing provider does to make sure your address and other relevant information are not disclosed to your perpetrator.

Can the perpetrator be evicted or removed from my lease? Depending on your specific situation, your covered housing provider may be able to divide the lease to evict just the perpetrator. This is called "lease bifurcation."

What happens if the lease bifurcation ends up removing the perpetrator who was the only tenant who qualified for the housing or assistance? In this situation, the covered housing provider must provide you and other remaining household members an opportunity to establish eligibility or to find other housing. If you cannot or don't want to establish eligibility, then the covered housing provider must give you a reasonable time to move or establish eligibility for another covered housing program. This amount of time varies, depending on the covered housing program involved. The table below shows the reasonable time provided under each covered housing programs with HUD. Timeframes for covered housing programs operated by other agencies are determined by those agencies.

Covered Housing Program(s)	Reasonable Time for Remaining Household Members to Continue to Receive Assistance, Establish Eligibility, or Move.
HOME and Housing Trust Fund, Continuum of Care Program (except for permanent supportive housing), ESG program, Section 221(d)(3) Program, Section 221(d)(5) Program, Rural Housing Stability Assistance Program	Because these programs do not provide housing or assistance based on just one person's status or characteristics, the remaining tenant(s), or family member(s) in the CoC program, can keep receiving assistance or living in the assisted housing as applicable.
Permanent supportive housing funded by the Continuum of Care Program	The remaining household member(s) can receive rental assistance until expiration of the lease that is in effect when the qualifying member is evicted.
Housing Choice Voucher, Project-based Voucher, and Public Housing programs (for Special Purpose Vouchers (e.g., HUD-VASH, FUP, FYI, etc.), see also program specific guidance)	If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing. For HUD-VASH, if the veteran is removed, the remaining family member(s) can keep receiving assistance or living in the assisted housing as applicable. If the veteran was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days to establish program eligibility or find alternative housing.
Section 202/811 PRAC and SPRAC	The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or until the lease expires, whichever is first, to establish program eligibility or find alternative housing.
Section 202/8	The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or when the lease expires, whichever is first, to establish program eligibility or find alternative housing. If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.
Section 236 (including RAP); Project-based Section 8 and Mod Rehab/SRO	The remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.
HOPWA	The remaining household member(s) must be given no less than 90 calendar days, and not more than one year, from the date of the lease bifurcation to establish program eligibility or find alternative housing. The date is set by the HOPWA Grantee or Project Sponsor.

Are there any reasons that I can be evicted or lose assistance? VAWA does not prevent you from being evicted or losing assistance for a lease violation, program violation, or violation of other requirements that are not due to the VAWA violence/abuse committed against you or an affiliated person. However, a covered housing provider cannot be stricter with you than with other tenants, just because you or an affiliated person experienced VAWA abuse/violence. VAWA also will not prevent eviction, termination, or removal if other tenants or housing staff are shown to be in immediate, physical danger that could lead to serious bodily harm or death if you are not evicted or removed from assistance. **But only if no other action can be taken to reduce or eliminate the threat** should a covered housing provider evict you or end your assistance, if the VAWA abuse/violence happens to you or an affiliated person. A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you receive an eviction or termination notice and prior to termination of tenancy.

What do I need to document that I am a victim of VAWA abuse/violence? If you ask for VAWA protection, the covered housing provider may request documentation showing that you (or a household member) are a victim. BUT the covered housing provider must make this request in writing and must give you at least 14 business days (weekends and holidays do not count) to respond, and you are free to choose any one of the following:

1. A self-certification form (for example, Form-HUD 5382), which the covered housing provider must give you along with this notice. Either you can fill out the form or someone else can complete it for you;
2. A statement from a victim/survivor service provider, attorney, mental health professional or medical professional who has helped you address incidents of VAWA violence/abuse. The professional must state “under penalty of perjury” that he/she/they believes that the incidents of VAWA violence/abuse are real and covered by VAWA. Both you and the professional must sign the statement;
3. A police, administrative, or court record (such as a protective order) that shows you (or a household member) were a victim of VAWA violence/abuse; OR
4. If allowed by your covered housing provider, any other statement or evidence provided by you.

It is your choice which documentation to provide and the covered housing provider must accept any one of the above as documentation. The covered housing provider is prohibited from seeking additional documentation of victim status or requiring more than one of these types of documentation, unless the covered housing provider receives conflicting information about the VAWA violence/abuse.

If you do not provide one of these types of documentation by the deadline, the covered housing provider does not have to provide the VAWA protections you requested. If the documentation received by the covered housing provider contains conflicting information about the VAWA violence/abuse, the covered housing provider may require you to provide additional documentation from the list above, but the covered housing provider must give you another 30 calendar days to do so.

Will my information be kept confidential? If you share information with a covered housing provider about why you need VAWA protections, the covered housing provider must keep the information you share strictly confidential. This information should be securely and separately kept from your other tenant files. No one who works for your covered housing provider will have access to this information, unless there is a reason that specifically calls for them to access this information, your covered housing provider explicitly authorizes their access for that reason, and that authorization is consistent with applicable law.

Your information **will not be disclosed** to anyone else or put in a database shared with anyone else, except in the following situations:

1. If you give the covered housing provider written permission to share the information for a limited time;
2. If the covered housing provider needs to use that information in an eviction proceeding or hearing; or
3. If other applicable law requires the covered housing provider to share the information.

How do other laws apply? VAWA does not limit the covered housing provider's duty to honor court orders about access to or control of the property, or civil protection orders issued to protect a victim of VAWA abuse/violence.

Additionally, VAWA does not limit the covered housing provider's duty to comply with a court order with respect to the distribution or possession of property among household members during a family break up. The covered housing provider must follow all applicable fair housing and civil rights requirements.

Can I request a reasonable accommodation? If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. To request a reasonable accommodation, please contact the Rental Office. Your covered housing provider must also ensure effective communication with individuals with disabilities.

Have your protections under VAWA been denied? If you believe that the covered housing provider has violated these rights, you may seek help by contacting your local HUD office (see attached). You can also find additional information on filing VAWA complaints at <https://www.hud.gov/VAWA> and https://www.hud.gov/program_offices/fair_housing_equal_opp/VAWA. To file a VAWA complaint, visit <https://www.hud.gov/fairhousing/fileacomplaint>.

Need further help?

- For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>.
- To talk with a housing advocate, contact the Regional Manager at 916-773-6060.

Public reporting burden for this collection of information is estimated to range from 45 to 90 minutes per each covered housing provider's response, depending on the program. This includes time to print and distribute the form. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, D.C. 20410. This notice is required for covered housing programs under section 41411 of VAWA and 24 CFR 5.2003. Covered housing providers must give this notice to applicants and tenants to inform them of the VAWA protections as specified in section 41411(d)(2). This is a model notice, and no information is being collected. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

**CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING**

Confidentiality Note: Any personal information you share in this form will be maintained by your covered housing provider according to the confidentiality provisions below.

Purpose of Form: If you are a tenant of or applicant for housing assisted under a covered housing program, or if you are applying for or receiving transitional housing or rental assistance under a covered housing program, and ask for protection under the Violence Against Women Act ("VAWA"), you may use this form to comply with a covered housing provider's request for written documentation of your status as a "victim". This form is accompanied by a "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380.

VAWA protects individuals and families regardless of a victim's age or actual or perceived sexual orientation, gender identity, sex, or marital status.

You are not expected **and cannot be asked or required** to claim, document, or prove victim status or VAWA violence/abuse other than as stated in "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380.

This form is **one of your available options** for responding to a covered housing provider's written request for documentation of victim status or the incident(s) of VAWA violence/abuse. If you choose, you may submit one of the types of third-party documentation described in Form HUD-5380, in the section titled, "What do I need to document that I am a victim?". Your covered housing provider must give you at least 14 business days (weekends and holidays do not count) to respond to their written request for this documentation.

Will my information be kept confidential? Whenever you ask for or about VAWA protections, your covered housing provider must keep any information you provide about the VAWA violence/abuse or the fact you (or a household member) are a victim, including the information on this form, strictly confidential. This information should be securely and separately kept from your other tenant files. This information can only be accessed by an employee/agent of your covered housing provider if (1) access is required for a specific reason, (2) your covered housing provider explicitly authorizes that person's access for that reason, **and** (3) the authorization complies with applicable law. This information will not be given to anyone else or put in a database shared with anyone else, unless your covered housing provider (1) gets your written permission to do so for a limited time, (2) is required to do so as part of an eviction or termination hearing, **or** (3) is required to do so by law.

In addition, your covered housing provider must keep your address strictly confidential to ensure that it is not disclosed to a person who committed or threatened to commit VAWA violence/abuse against you (or a household member).

What if I require this information in a language other than English? To read this in Spanish or another language, please contact the rental Office ; FOR
HOPWA PROVIDERS – N/A or go to

N/A . You can read translated VAWA forms at
https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4. If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

Can I request a reasonable accommodation? If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your

covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. Your covered housing provider must also ensure effective communication with individuals with disabilities.

Need further help? For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>. To speak with a housing advocate, contact <https://www.hud.gov/hud-partners/fair-housing-vaawa>

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

1. Name(s) of victim(s): _____

2. Your name (if different from victim's): _____

3. Name(s) of other member(s) of the household: _____

4. Name of the perpetrator (if known and can be safely disclosed): _____

5. What is the safest and most secure way to contact you? (You may choose more than one.)

If any contact information changes or is no longer a safe contact method, notify your covered housing provider.

☐ Phone Phone Number: _____

Safe to receive a voicemail: ☐ Yes ☐ No

☐ E-mail E-mail Address: _____

Safe to receive an email: ☐ Yes ☐ No

☐ Mail Mailing Address: _____

Safe to receive mail from your housing provider: ☐ Yes ☐ No

☐ Other Please List: _____

6. Anything else your housing provider should know to safely communicate with you?

Applicable definitions of domestic violence, dating violence, sexual assault, or stalking:

Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who lives with or has lived with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Spouse or intimate partner of the victim includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

Dating violence means violence committed by a person:

- (1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; **and**
- (2) Where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) The length of the relationship; (ii) The type of relationship; and (iii) The frequency of interaction between the persons involved in the relationship.

Sexual assault means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (1) Fear for the person's individual safety or the safety of others **or**
- (2) Suffer substantial emotional distress.

Certification of Applicant or Tenant: By signing below, I am certifying that the information provided on this form is true and correct to the best of my knowledge and recollection, and that one or more members of my household is or has been a victim of domestic violence, dating violence, sexual assault, or stalking as described in the applicable definitions above.

Signature

Date

Public Reporting Burden for this collection of information is estimated to average 20 minutes per response. This includes the time for collecting, reviewing, and reporting. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, DC 20410. Housing providers in programs covered by VAWA may request certification that the applicant or tenant is a victim of VAWA violence/abuse. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

TENANT GRIEVANCE PROCEDURE

The purpose of the Tenant Grievance Procedure is to resolve complaints by the Property Manager, and by its tenants concerning the Property Manager or the Property Manager's other tenants. The grievance procedure applies to informal and/or formal mechanisms for dispute resolution, as applicable.

NOTIFICATION

A copy of this Tenant Grievance Policy is accessible to all tenants, a written copy of this procedure shall be given to each tenant and at such times as the procedures are changed or amended thereafter. A copy shall be posted in the project office accessible by all tenants.

Neither utilization of the procedure nor participation in the dispute resolution process as herein set forth shall constitute a waiver of or affect in any manner whatever any rights the tenant or the Property Manager may have to a trial de novo or judicial review in any judicial proceedings which may thereafter be brought in the matter. These procedures shall be in addition to the eviction hearings procedure as contained in a separate document titled "Eviction Hearing Requirements."

APPLICATION

Every tenant has the right to utilize the Tenant Grievance Procedure. Any grievance of a tenant either against another tenant or against the Property Manager shall be presented either orally or in writing to the Resident Manager for forwarding to the Property Manager.

The tenant may submit the grievance directly to the Property Manager if the tenant does not desire to discuss the grievance with the Resident Manager.

GRIEVANCE RESOLUTION PROCESS

Initially, the Resident Manager shall discuss the grievance with the tenant in order to determine the scope of the problem, and whether or not a mutually satisfactory solution can be agreed upon.

If the tenant feels that the grievance cannot be resolved, the Resident Manager will submit the tenant's grievance to the Property Manager along with a written report setting forth relevant facts, conclusions, and recommendations.

Following submission of the grievance to the Property Manager, the Property Manager will meet with the tenant and attempt to reach a mutually satisfactory resolution to the grievance.

If the parties involved are not able to reach a resolution of the grievance satisfactory to the tenant, the tenant may appeal to the 504 Coordinator for a recommendation of a proposed resolution of the grievance.

TENANT GRIEVANCE PROCEDURE - Continued

The Resident Manager should, upon receipt of either an oral or written grievance, establish a time, date, and place for a meeting between the parties. The Resident Manager should, within a reasonable amount of time, confirm the meeting details in writing to all parties including the Property Manager. The Property Manager should provide the immediately preceding services for grievances submitted directly to the Property Manager. Reasonable time is defined as no earlier than five (5) days after the request to facilitate notice, and no later than ten (10) days after the request to avoid undue delay. One postponement is allowed in the event the first scheduled meeting is inconvenient to one or more of the parties involved in the grievance.

The grievance procedure may be a simple informal discussion. However, all discussions under this procedure, whether formal or informal, shall have a written agenda which provides notice as to what issues will be discussed and the proposed solutions thereto.

All parties shall be entitled to receive a written settlement report statement within two (2) days of the Grievance Resolution Process. The report statement shall be prepared by the Resident Manager or Property Manager, as applicable, and it shall clearly address the outcome of the grievance forum.

The grievance procedure is based upon cooperation between the parties, with communication and problem-solving being key elements in the process.

Grievances may be addressed to:

Resident Manager

Resident Manager

Property Manager

Regional Property Supervisor
3200 Douglas Blvd., Ste 200
Roseville, CA 95661
(916) 773-6060

504 Coordinator

504 Coordinator
3200 Douglas Blvd., Ste 200
Roseville, CA. 95661
916-773-6060

The tenant may also send a copy of the grievance to the Property Owner. The address is:

USA Properties Fund
3200 Douglas Blvd., Suite 200
Roseville, CA 95661

EVICTON HEARING REQUIREMENTS

I. Terminations Not Subject To Eviction Hearing Requirements

- A. A tenancy may be terminated without the termination being deemed an eviction under the following circumstances:
1. Death of the sole tenant of a unit.
 2. By the tenant at the expiration of the term of the tenancy.
 3. By abandonment of the premises by the tenant providing the Property complies with the provisions of Section 1951.3 of the Civil Code to establish such abandonment.
- B. By the Property where the tenant has furnished uncontradicted information to the Property which fails to establish the tenant's financial eligibility to remain in the tenant's unit, providing the Property gives the tenant written notice of such termination pursuant to Section 1946 of the Civil Code.
1. Any termination of a tenancy other than for the reasons set forth in this section shall constitute an "eviction" and shall be subject to the eviction hearing requirements of Section II of this attachment.

II. Eviction Hearing Requirements

A. Notice to Tenant:

1. Termination of the lease other than as set forth in Section I of this attachment shall constitute an "eviction." Eviction proceedings shall be commenced by the giving of notice as required by Section 1946 of the Civil Code or Section 1161 or 1161a of the Code of Civil Procedure and served as provided by Section 1162 of the Code of Civil Procedure. The notice shall contain a statement of the cause for eviction and of the right of the tenant to a hearing and decision pursuant to the requirements of this attachment if a request for such a hearing is made to the landlord in writing within the period specified in Section 1946 of the Civil Code or Section 1161 of the Code of Civil Procedure, as the case may be.

NOTE: a tenant receiving a 3-day Notice, who desires a Hearing as provided in this Attachment (the "Hearing"), must request a Hearing within that 3-day notice period.

2. When termination notice is issued for "other good cause" the notice will be effective, and it will so state, at the end of term and in accordance with the termination provisions of the lease but in no case earlier than 30 days after receipt by the tenant of the notice. Where a termination notice is based on material non-compliance with the lease or material failure to carry out obligations under State law, the time of service must be in accordance with the lease and State law.

B. Presiding Officers:

1. The Hearing shall take place before a Hearing Officer who shall be an impartial, disinterested person, or, at the discretion of Kimbell, Tirey, St. John (KTS). A party may, within twenty-four (24) hours of receiving the initial written notification from KTS identifying the Hearing Officer, request that a new Hearing Officer be assigned. The other party may, within twenty-four (24) hours of receiving the written notification from the Agency identifying the reassigned Hearing Officer, request that a new Hearing Officer or be assigned. Each party may request the assignment of a new Hearing Officer only once during the Hearing process.

C. Scheduling of Hearing:

1. KTS or the Hearing Officer shall schedule a Hearing promptly for a time and place reasonably convenient to both the Property Manager and the tenant, but not more than two weeks from the date the notice of request for a Hearing was received. A written notification specifying the time, place, and the procedures governing the Hearing shall be delivered to the Property Manager and the tenant.

III. Procedures Governing the Hearing:

A. The Property and the tenant shall be afforded a fair Hearing providing the basic safeguards of due process which shall include:

1. The opportunity by the tenant to examine prior to the Hearing and, at the expense of the tenant, to copy, all documents and records of the Property Manager that are relevant to the Hearing and not privileged (any document not so made available after request therefore by the tenant may not be used or relied on by the Borrower at the Hearing),
2. The right to representation, so long as an appearance by the representative does not delay the scheduling of the Hearing beyond the two week period specified in subsection E.,
3. A private Hearing unless both the tenant and Property Manager request a public hearing,
4. The right to present evidence and arguments in support of his or her position to controvert evidence relied on by the opposing party, and to confront and cross-examine all witnesses testifying at the Hearing, and
5. A decision based solely and exclusively upon the facts presented at the Hearing that “good cause,” as defined below, for eviction has or has not been shown by a preponderance of the evidence.

B. At the Hearing, the Property Manager must first make a showing of “good cause” for eviction and must thereafter sustain the burden of proof as to that issue.

- C. The Hearing shall be conducted informally by the Hearing Officer and oral or documentary evidence relevant to the “good cause” issue may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing Officer shall require the Property Manager, the tenant, representatives of the Property Manager or tenant and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with directions of the Hearing Officer to obtain order may result in exclusion from the proceedings. Either the Property Manager or the tenant may arrange, in advance and at the expense of the party making this arrangement, to make a transcript of the Hearing.
- D. If the Property Manager or the tenant fails to appear at a scheduled Hearing (either personally or by representative), or notifies the Hearing Officer of an intent not to be present at the scheduled Hearing, the Hearing Officer may make a determination to postpone the Hearing for a period not to exceed five business days or may make a determination that the party has waived his or her right to a Hearing. Both the Property Manager and the tenant shall be notified of any such determination by the Hearing Officer, such notification to include the date, time and place of the rescheduled Hearing, if any.
- E. The Hearing Officer shall prepare a written decision, together with the reasons therefore, within a reasonable time after the Hearing, but unless said Hearing was a rescheduled Hearing pursuant to subsection F.4. of this section, not later than two weeks after the date of receipt by the Hearing Officer of the request for a Hearing. A copy of the decision shall be sent to the Property Manager, the tenant, and the Agency.
- F. Neither utilization of nor participation in the Hearing process of this section shall constitute a waiver of, or affect in any manner whatever, any rights that the tenant or Property Manager may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

IV. Good Cause Eviction: The tenant can only be evicted for good cause, as defined herein.

V. Definition of “Good Cause.”

A. The Property Manager may evict a tenant only upon the following grounds:

- 1. Material noncompliance with the lease, which includes:
 - one or more substantial violations of the lease; or
 - habitual minor violations of the lease which:
 - Disrupt the livability of a building, or
 - Adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related facilities, or
 - Interfere with the management of the building, or

- Have an adverse financial effect on the building. Rent shall be due on the first day of the rental period but will not be late until after the fifth day of that period. Unjustified non-payment of rent after the fifth day of the rental period but before either the running of a three-day notice to pay rent or quit at the close of business of the day after the day on which a Hearing decision is issued shall constitute a minor violation under the lease, but non-payment of rent or any other financial obligation under the lease after either such period shall constitute material noncompliance with the lease.
2. Material failure to carry out obligations under state law, or
 3. Any other good cause.