



Underwriting Policies & Provisions

Change Noted In Red.

Revised: March 1, 2024

Ally reserves the right to change these underwriting policies and provisions at any time. Ally's decisions interpreting and administering these underwriting policies and provisions are final.

Dealer Notices: Retail & Lease

- These underwriting policies and provisions apply to all contracts submitted for purchase to Ally.
- It is the responsibility of the dealer to ensure the accuracy of the information on the credit application. Inaccurate information may subject the application to rejection or the contract to repurchase as outlined in the retail and lease plan agreement as applicable.
- On all "approved with stipulation(s)" credit applications, stipulations must be submitted with the contract package. See Appendix A for a listing of documents Ally accepts for stipulations.
- Contracts not received within 15 days of the contract date may be ineligible for purchase and require the application to be resubmitted.
- Contracts that Ally has not received all information to purchase the contract within 20 days of the contract date will be subject to payoff.
- Application approvals and qualifications are only good for 30 days and will require the application to be resubmitted.
- For Hail Damaged, Lemon Law/Manufacturer or OEM Buyback vehicles, please contact the Acquisitions Analyst for eligibility details and requirements. *NOTE: Salvage titles, totaled vehicles, water or flood damaged vehicles, frame damaged vehicles, and vehicles with odometers turned back are ineligible for retail or lease financing.*

Current Underwriting Parameters: Retail & Lease

Minimum Amount Financed for New & Used Retail: \$5,000							
Minimum Amount Financed for New & Used 76-84 Month Terms: \$20,000 Maximum Mileage on Used: 120,000							
Tier		S	A	B	C	D	E
Retail Min CB Score – New & Used		520	520	520	520	520	520
Lease Min CB Score –		550	550	550	550	550	
Prime Retail Max Advance New & Used EDC/AWV < \$100K	New ≤ 63 mos	140%	135%	130%	125%		
	Used ≤ 63 mos	140%	135%	135%	130%		
	New 64-75 mos	135%	130%	125%	120%		
	Used 64-75 mos	135%	130%	130%	125%		
	New 76-84 mos	135%	125%	115%			
	Used 76-84 mos	130%	120%	115%			
HVC: High Value Collateral Prime Retail Max Advance New & Used EDC/AWV ≥ \$100K	New ≤ 75 mos	120%	115%	115%			
	Used ≤ 75 mos	110%	105%	105%			
	New 76 – 84 mos	115%	115%	115%			
	Used 76 – 84 mos	105%	105%	105%			
Non-Prime Retail Max Advance	New ≤ 72 mos	135%	130%	125%	120%	115%	115%
	Used ≤ 72 mos	135%	130%	130%	125%	115%	115%
Non-Prime Retail Max Advance	New 73-75 mos	130%	125%	120%	115%		
	Used 73-75 mos	130%	125%	125%	120%		
Lease Max Advance Prime New EDC/AWV < \$100K		120%	120%	120%	115%		
Lease Max Advance Prime New High Value Collateral (HVC) EDC/AWV ≥ \$100K		115%	115%	115%	115%		
Lease Max Advance Non-Prime New		120%	120%	120%	115%	105%	105%

Some specific programs may have lower advance limits.

Underwriting Policies & Provisions

Dealer Acquisition Fees

Dealer Acquisition Fee

Based on aspects of the transaction, Ally may assess dealers a Dealer Acquisition Fee on standard rate retail contracts as follows:

Non Champions Club Dealers	Champions Club Dealers
\$0 - \$495	\$0 or \$200

\$495 Dealer Acquisition Usury Fee

This fee is assessed on all standard rate retail contracts in which the buy rate returned by Ally is equal to or exceeds (i) the state statutory limit (varies by state) or (ii) Ally's internal rate ceiling in states without a statutory limit. The fee is not waived for Champions Club dealers.

When the transaction qualifies for the Dealer Acquisition Fee and the Dealer Acquisition Usury Fee, only the higher of the two fees will be assessed.

Ally Maximum Rates Usury Limits

Ally maximum rates (Usury Limits) for all retail transactions involving New or Used vehicles are as follows:

- New Vehicles – Capped at 24.00% or the state cap, whichever is lower
- Used Vehicles – Capped at 25.00% or the state cap, whichever is lower

Underwriting Policies & Provisions

Advance Policy (Retail & Lease):

- **Maximum Advance:** Percentage of balance financed after all cash down, rebates and trade equity, including all aftermarket products (e.g., gap, service agreements, and credit insurance), TT&L and fees. Aftermarket products may be financed subject to certain limits, see the “Aftermarket Product Matrix” section.
 - **New Vehicles:** Maximum advance is based on manufacturer’s invoice plus value of allowable dealer installed options as determined by Ally. Copy of the invoice must be included in the contract package.
 - **Used Vehicles:** Maximum advance (at date of sale) is based on:
 - JD Power – Clean Trade-In
 - or Kelley Blue Book Lending Value (dealers located in AZ, CA, CO, HI, ID, NM, NV, OR, UT, WA, and WY)
 - or Auction Purchase Price (if purchased from SmartAuction, an auction, Enterprise, or directly from Ally within 90 days of the date of sale)
- Plus \$1000** if the vehicle is OEM Certified Pre-Owned or certified through an approved non-OEM Certified Pre-Owned program. Dealer must submit Signed and completed Certified Pre-owned Vehicle Acknowledgement Form.
- NOTE:** Copy of used book-out form, or equivalent, must be included in the contract package along with the CPOV Acknowledgement Form.
- **Dealer Installed Options:** Valuation of dealer installed options subject to Ally approval. Dealer must submit required documentation supporting valuation with the contract package.
 - **Up-Fits / Specialty Vehicles:** Vehicles with up-fits (e.g., conversion package, lift kit, etc.), and specialty vehicles (e.g., Right Hand Drive) are subject to lower advance limits. Please contact the Acquisitions Analyst for further information. Valuation of up-fits/specialty vehicles subject to Ally approval. Dealer must submit required documentation supporting valuation with the contract package.
 - **Dealer Documentation Fees:** Must not exceed state limitations or published Ally guidelines.
 - **Down Payment:** Ally will accept credit cards for downpayment and capitalized cost reductions on retail and SmartLease transactions. The name on the credit card must match the name of the Buyer/Lessee or Co-Buyer Co-Lessee. The maximum credit card downpayment/capitalized cost reduction amount is \$5,000 per transaction. Contact your underwriter if you have any questions.

Advance Policy: Additional Guidelines for Lease

Net Capitalized Cost is limited to a percent of dealer cost per the manufacturer’s invoice plus any allowable dealer installed options (see the chart on Page 1).

Net Capitalized Cost may include these items if they are capitalized:

- Agreed Upon Value of the Vehicle
- + Administrative Fee
- + Aftermarket Products
- + Taxes/Title/License/Registration
- + Negative Equity
- Capitalized Cost Reductions

Underwriting Policies & Provisions

Aftermarket Product Matrix						
Product	Parameters*		Eligible Products	Approved States	Bundled Product Eligibility	Additional Comments
	EDC / AWV < \$80K	EDC / AWV ≥ \$80K				
Battery Performance Protection	\$500		All	All States	Yes	
Bundled Products**	\$2,500	\$3,000	All	Based on applicable product	N/A	Products must be eligible as a standalone product.
Cleaning Treatment	\$500		All	All except IA and DC	Yes	
Credit Life / Credit Disability Insurance	Regulated by State		All***	Regulated by State	No	Ally will not accept contracts that include joint disability coverage.
Etch	\$1,200	\$1,500	All	All except VT and DC	Yes	
GAP Debt Cancellation GAP Insurance GAP Plus (additional monetary benefit is only approved in AL, CA, CO, CT, GA, MO, NC, OK and WI)	\$1,500	\$2,000	Retail*** ComTRAC	Retail - DCA All except NY and DC Retail - Insurance AK, IN, LA, MI, MT, NE, NV, OR, and TX ComTRAC DCA only AZ, CT, GA, ID, IA, IL, IN, LA, MD, MI, MO, NC, PA, TN, and TX	No	Advance Rate Eligibility: All States except CA, IN and SC - 70% non-commercial - 80% commercial & ComTRAC CA - 70% All DCA Transactions IN and SC - 80% All DCA Transactions - 70% GAP Insurance (IN only)
Key Fob Replacement	\$1,000	\$1,500	All	All	Yes	
Maintenance	\$2,000 OR 10% of EDC/AWV whichever is greater		All	All	Yes	
Mechanical Service (with or without Maintenance)	\$4,500 OR 10% of EDC/AWV whichever is greater		All	All	Yes	
Nitrogen Tire Fill	\$200		All	All except DC	Yes	
Paint, Fabric & Leather Protection	\$1,500	\$2,000	All	All	Yes	Not approved in NY if includes rips, tears, punctures, or burns.
Paintless Dent Repair	\$1,200	\$1,500	All	All	Yes	
Pulsating Third Brake Light	\$800		All	All except IL, VT and WY	Yes	
SmartLease Protect (available for select OEMs)	\$1,500		SmartLease	All except NY and TX	No	SmartLease Select may be included in the Administration Fee in NY and TX. It is not available as a separate Aftermarket Product.
Subscription (e.g., OnStar)	Subscription Cost		All	All (excludes Retail in MI)	No	
Theft	\$1,500	\$2,000	All	All except VT and DC	Yes	NY considers Theft as insurance.
Tire & Wheel Protection Road Hazard	\$1,500 OR 7% of EDC/AWV whichever is greater		All	All	Yes	
Vehicle Value Protection***	\$1,500		Retail	AL, CO, FL, MO, NC, OK, TX and UT	No	ValueShield is the only accepted product in Florida.
Windshield Protection	\$1,200	\$1,500	All	All	Yes	

*SmartLease Parameters align with the amounts under EDC / AWV < \$80K. State regulations apply (e.g., GAP in CO). Higher amounts may be allowed where the price of the product is regulated by the state. Maximum (all-in) advance remains subject to existing lending policy limits and is subject to Ally Underwriting Guidelines. Total Aftermarket Product Parameters (excluding Credit Life and Disability) = \$4,000 OR 30% of EDC/AWV whichever is greater; **max \$10,000**.

**For Bundled Products that include Mechanical Service, use the Mechanical Service level parameter for guidance.

***Excludes transactions documented on a Multi-Asset Contract.

****Includes Depreciation Benefit, Diminished Asset Protection, and Trade-in Assist/Credit products.

Underwriting Policies & Provisions

Vehicle Valuation: Retail

New Vehicles: The collateral value of a new vehicle is the dealer cost per the manufacturer's invoice plus any allowable dealer installed options. For vehicles including up-fits (e.g., conversion packages, lift kits, etc.), the collateral value is the manufacturer's invoice plus the agreed upon value add not to exceed dealer cost, of the equipment included in the up-fit. Please include the cost of any up-fit with the credit application and contact the Acquisitions Analyst for any valuation questions. Valuation of up-fits/specialty vehicles subject to Ally approval. Dealer must submit required documentation supporting valuation with the contract package.

Allowable dealer installed options and maximum amount, are as follows:

Vehicle Type	Dealer Installed Option	Maximum *
All	XM, CD Player/Changer	\$500
	Chrome Wheels	\$1,000
	Power Sun Roof	\$500
	Rear Spoiler	\$250
	Audio/Video System	\$500
	Leather Seat Upgrade	\$500
Trucks Only	Running Boards	\$250
	Bed Liner	\$250

* Exceptions may be granted on a case by case basis, subject to proper documentation.

Used Vehicles: The dealer entered value will be used as the value of the vehicle. Dealers will use the JD Power Clean Trade-In value or Kelley Blue Book Lending value (dealers located in AZ, CA, CO, HI, ID, NM, NV, OR, UT, WA, and WY) at date of sale or Auction Purchase Price (if purchased from SmartAuction, an auction, Enterprise, or directly from Ally within 90 days of the date of sale) plus \$1,000 if the vehicle has been certified through an approved manufacturer's or dealer certification program. For used vehicles including new or existing up-fits (e.g., conversion packages, lift kits, etc.), the collateral value is the guidebook value plus the agreed upon value add not to exceed dealer cost of the equipment included in the up-fit. Please include the cost of any up-fit with the credit application and contact the Acquisitions Analyst for any valuation questions. Valuation of up-fits/specialty vehicles subject to Ally approval. Dealer must submit required documentation supporting valuation with the contract package.

Vehicle Valuation: Lease

New Vehicles

Dealers must submit a copy of the manufacturer's invoice and any invoices for allowable dealer installed options. Refer to the Online RVLG for eligible vehicles and for allowable dealer installed options.

Underwriting Policies & Provisions

Vehicle Valuation Documentation: Retail & Lease

New Vehicles

Dealers must submit a copy of the manufacturer's invoice and any invoices for allowable dealer installed options.

Used Vehicles

Dealers must submit a book-out form, or equivalent, which details the vehicle valuation including any adds/deducts, as provided for by the local JD Power Clean Trade-In guidebook or Kelley Blue Book Lending value (dealers located in AZ, CA, CO, HI, ID, NM, NV, OR, UT, WA, and WY). For Auction Priced Vehicles, dealers must provide a copy of an invoice or bill of sale dated within 90 days of the contract date.

For Certified Used, dealers must provide documentation validating certification through the manufacturer's program or dealer program. The documentation must identify the specific vehicle being certified.

OEM CPO Program

- Used Vehicle Book-out sheet; plus one of the following
 - Signed and completed Certified Pre-owned Vehicle Acknowledgment Form
 - Manufacturer's CPOV Verification Form

Non-OEM CPO Program

- Used Vehicle Book-out sheet; plus one of the following
 - Signed and completed Certified Pre-owned Vehicle Acknowledgment Form
 - Copy of the Warranty and Inspection Checklist or Non-Manufacturer Form; Customer's signature is required on at least one of the documents

Vehicle Changes: Retail & Lease

A new credit application is required with the new transaction details for any vehicle changes that occur subsequent to the initial credit decision.

Purchase Option: Lease

Purchase Option at End of Lease Term Calculation:

Residual Value (from line 44 of lease worksheet)
+ \$0.00 (from Line 45 of lease worksheet)
= Total (Line 46 of lease worksheet)

Purchase Option at End of Lease Term is entered on line 9 of the lease agreement.

NOTE: The Purchase Option Increment is \$0 and it cannot be increased for dealer profit.

Underwriting Policies & Provisions

Residual Calculation: Lease

New Vehicle Residual Calculation:

- MSRP from manufacturer's invoice
 - + Residualizable Dealer Installed Options (DIOs)
 - Removed Equipment
 - = Residualizable MSRP
 - x Residual Percentage as outlined in Online RVLG
- RESIDUAL VALUE

IMPORTANT: Option Package Discounts are reflected on the manufacturer's invoice and are no longer eligible to be added back to the MSRP to calculate the residual value.

Low, Ultra Low and Super Ultra Low Mileage Policy

Residual increments for Low, Ultra Low, and Super Ultra Low Mileage programs are as follows:

Mileage Residual Increments - All New Vehicles				
	Low	Ultra-Low	Super Ultra-Low	
	Mileage (12,000/yr)	Mileage (10,000/yr)	Mileage (5,000/yr)	Mileage (7,500/yr)
60 Months	+3 pts	+5 pts	+8 pts	+6 pts
48 Months	+3 pts	+4 pts	+7 pts	+5 pts
36 – 47 Months	+2 pts	+3 pts	+6 pts	+4 pts
24 – 35 Months	+1 pts	+2 pts	+5 pts	+3 pts
12 – 23 Months	N/A	+1 pts	N/A	N/A

Low, Ultra-Low and Super Ultra-Low options are eligible for all models listed in the RVLG.

For All Accounting Standards Only

Maximum Agreed Value & Negative Equity Calculations: Lease

In order to ensure that vehicles booked under the Ally SmartLease program conform to accounting standards, Ally has limits on Maximum Agreed Upon Value of the Vehicle and Maximum Negative Equity. Calculations are:

Maximum Agreed Upon Value of the Vehicle Calculation – New Vehicles

- 12 - 36 Months = (115% times MSRP) + DIOs – Removed Equipment
- 37 - 60 Months = (110% times MSRP) + DIOs – Removed Equipment

Maximum Negative Equity Calculation - New

The Agreed Upon Value of the Vehicle + Capitalized Negative Equity (or Prior Lease Balance) – Cash – CCR – Rebate must be equal to or less than the following:

- 12 - 36 Months = (115% times MSRP) + DIOs – Removed Equipment
- 37 - 60 Months = (110% times MSRP) + DIOs – Removed Equipment

NOTE: Negative Equity cannot be capitalized in the state of Vermont without offsetting cash, rebate or capitalized cost reduction allowance.

Underwriting Policies & Provisions





Contract Assignment: Retail

Retail contracts should be assigned to Ally Bank. The following outlines state-specific variations:

- Ally Bank Corp. in the state of New Mexico, or
- Ally Capital in the states of Arizona, Hawaii, New Jersey, Mississippi, Montana, and Wisconsin

Ally will notify the dealer of Ally's credit decision in Dealertrack or RouteOne. Ally's credit decision will include notification of the intended Ally assignee.

Ally will confirm which Ally entity took assignment of a retail contract from the Dealer (i) daily via the SmartCash Daily Record report and (ii) each month via the Statement of Dealer Transactions (SDT) (with respect to any retail contract which included dealer participation). Retail contracts assigned to Ally Bank (Ally Bank Corp. in NM and Ally Capital in the states of AZ, HI, NJ, MS, MT & WI), and other transactions (e.g., chargebacks), will be included in the "Detail Statement" section of an SDT displaying "Branch #" 611, 628, 670 or 673 and indicating "Bank" below the Branch #. Other transactions related to Ally Financial will be included in the "Detail Statement" section of an SDT that displays any other "Branch #. See below for examples.

 PAGE : 1 OF 2 STATEMENT OF DEALER TRANSACTIONS SUMMARY STATEMENT <div style="border: 1px solid blue; display: inline-block; padding: 2px;">BRANCH # : 045</div>  DLR # / DLR ACCT # : FOR THE PERIOD ENDING : 07/31/15	 PAGE : 1 OF 2 STATEMENT OF DEALER TRANSACTIONS SUMMARY STATEMENT <div style="border: 1px solid blue; display: inline-block; padding: 2px;">BRANCH # : 045 BANK : 611</div>  DLR # / DLR ACCT # : FOR THE PERIOD ENDING : 07/31/15
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Assign Retail Contract

Title & Lien	Customer name(s) on title must match name(s) on contract. Refer to RouteOne or Dealertrack for Retail Title and Lien Requirements.	
Loss Payee	Ally Bank* and its successors and assigns P.O. Box 8143 Cockeysville, MD 21030	Ally Capital** and its successors and assigns P.O. Box 8143 Cockeysville, MD 21030
* Ally Bank Corp. is required in place of Ally Bank in the state of New Mexico. ** Ally Capital is required in place of Ally Bank in the states of Arizona, Hawaii, New Jersey, Mississippi, Montana, & Wisconsin.		

Underwriting Policies & Provisions

Contract Assignment: Lease

Lease Assignment

All lease agreements should be assigned to “Ally Bank Lease Trust.”

Place a check in the box of the assignment section that precedes the statement:

“If this box is checked, Lessor (Retailer) will assign this lease and sell the vehicle to _____.”

Enter Ally Bank Lease Trust on the blank line.

Ally will confirm assignment of a SmartLease Agreement from the Dealer (i) daily via the SmartCash Daily Record report and (ii) each month via the Statement of Dealer Transactions (SDT) (with respect to any lease agreements which included dealer participation). Lease agreements assigned to Ally Bank Lease Trust will be included in the “Detail Statement” section of an SDT displaying “Branch #” 611, 628, 670 or 673 and indicating “Bank” below the Branch #. Other transactions related to Ally Financial Lease Trust will be included in the “Detail Statement” section of an SDT that displays any other “Branch #”. See the “Contract Assignment: Retail” section above for examples.

Assign Lease Contract

Loss Payee Endorsements and Additional Insured Requirements

Record the proper endorsement name for the loss payee and additional insured as follows:

Ally and its successors and assigns
P. O. Box 8105
Cockeysville, MD 21030

Titling and Lien Filing Requirements

Find the titling and lien filing requirements on RouteOne or Dealertrack.

Submit All Comprehensive Retail, SmartLease, ComTRAC and Municipal Lease Purchase Contract Package(s)

to one of the following addresses based on dealership delivery method or type of contract:

Retail, Lease, ComTRAC & Municipal Lease Contracts shipped via FedEx Priority Overnight, 2-Day, etc.	Retail, Lease, ComTRAC & Municipal Contracts shipped via US Postal Service and all other couriers
Ally Suite 2070 4054 Willow Lake Blvd Memphis, TN 38153 Only FedEx packages sent to this zip code will arrive prior to 4:30 AM CST. Zip code must be accurate for early delivery.	Ally Suite 2070 4054 Willow Lake Blvd Memphis, TN 38118

Dealer Titling Responsibility – Lease and Retail

To ensure that Ally’s security interest is perfected in a timely manner, the forms and documents necessary to have Ally’s lien/ownership interest noted on the certificate of title must be completed and submitted to the proper public officials at the time of sale or as quickly as possible after the sale, but never more than 30 days from the date of the sale.

Underwriting Policies & Provisions

Appendix A

Verification Type	Acceptable Documents
Proof of Name	<ul style="list-style-type: none"> One of the Following: <ul style="list-style-type: none"> Copy of Marriage Certificate, Divorce Decree, Social Security Card or Copy of Driver's License - provide in contract package (do not send to the Underwriter).
Proof of Residence	<ul style="list-style-type: none"> Current billing statement of the applicant/co-applicant at the address shown on the application. <ul style="list-style-type: none"> Examples: Utility Bill (gas, electric, etc.), Land Line Phone Bill, Cell Phone Bill (excluding a prepaid cell phone program), Cable or Internet Bill, Current Paystub (must include company name, and name and address of customer), Mortgage Statement, Bank Statement (checking or savings), Ally Account Statement, Real Estate/Escrow Tax Bill, Credit Card Statement. Copy of Driver's License – provide in contract package (do not send to the Underwriter) HUD/Mortgage Closing Statement, SSN Documentation (must include name and address of customer), Fixed Income Award Letters/Pension Statement
Proof of Home or Cell Phone Number	<ul style="list-style-type: none"> Current Land Line phone bill showing home or cell number registered to the <u>same</u> verified address listed on the application.
Proof of Date of Birth (DOB)	<ul style="list-style-type: none"> One of the Following: <ul style="list-style-type: none"> Copy of Driver's License, Birth Certificate, or Passport – provide in contract package (do not send to the Underwriter)
Employment Verification	<ul style="list-style-type: none"> Must have valid land line phone number to place of business. Signed credit application authorizing release of information from employer.
Proof of Income for W2 Employee	<ul style="list-style-type: none"> Pay stub: The pay stub pay date must be within 60 days of the application date and reflect YTD figures. If the pay stub does not reflect YTD figures, please include the previous year W-2. Current Military Leave and Earning Statement (Base Pay + BAS + BAH only). Handwritten checks. Must have 4 most recent and consecutive pay stubs and the applicable bank statements showing the deposits. Overtime or bonus income may be considered only when the paystubs reflect 3 months of overtime or bonus earnings (previous year W-2 required if considering additional income in the first 3 months of a new year).
Proof of Income for 1099 Employee / Self Employed	<ul style="list-style-type: none"> Current year signed tax return with all appropriate schedules. Stated application income must match net profit line 31 on schedule C plus depreciation or other non-cash items. Ally will accept prior year tax return through April 15th of the current year.
Child Support and Alimony	<ul style="list-style-type: none"> Copy of court award letter with proof of last 4 consecutive payments received Copy of payment history from Child Support Payment Center
Social Security Income	<ul style="list-style-type: none"> One of the Following: <ul style="list-style-type: none"> Copy of current year award letter. Copy of social security check. (pay date within 60 days of application date. 90 days if award letter amount matches check amount). Copy of current bank statement showing deposits. If it is a joint account, must be able to determine the deposit belongs to the applicant by the deposit description. Previous year W2 or 1099-R.
Retirement Income	<ul style="list-style-type: none"> One of the Following: <ul style="list-style-type: none"> Copy of current year pension statement. Copy of previous year W-2 or 1099-R. Copy of three (3) most recent bank statements reflecting net deposits.
Disability Income	<ul style="list-style-type: none"> Short Term, requires all of the following: <ul style="list-style-type: none"> Copy of an award letter or other supporting documentation. Verification of continued income after short term disability ceases (e.g., verification from the employer that the applicant will remain employed upon release from the doctor). Long Term, requires one of the following: <ul style="list-style-type: none"> Copy of award letter Copy of the most recent four banking statements reflecting the deposits.
Unemployment Income	<ul style="list-style-type: none"> Unemployment benefits statement or most recent unemployment check stub.
Seasonal Income	<ul style="list-style-type: none"> Prior 2 years personal 1040 tax return with evidence of seasonal income.
Rental Property Income	<ul style="list-style-type: none"> Most recent year 1040 tax return and Schedule E attached matching the stated income.
Other Miscellaneous Forms of Income	<ul style="list-style-type: none"> Please contact your underwriter to determine if acceptable.