



TEXAS ASSOCIATION OF REALTORS® RESIDENTIAL LEASE APPLICATION

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.

©Texas Association of REALTORS®, Inc. 2007

Each occupant and co-applicant 18 years or older must submit a separate application.

Property Address: _____

Anticipated: Move-in Date: _____ Monthly Rent: \$ _____ Security Deposit: \$ _____

Applicant was referred to Landlord by:

Real estate agent _____ (name) _____ (phone)

Newspaper Sign Internet Other _____

Applicant's name (first, middle, last) _____

Is there a co-applicant? yes no **If yes, co-applicant must submit a separate application.**

Applicant's former last name (maiden or married) _____

E-mail _____ Home Phone _____

Work Phone _____ Mobile/Pager _____

Soc. Sec. No. _____ Driver License No. _____ in _____ (state)

Date of Birth _____ Height _____ Weight _____ Eye Color _____

Hair Color _____ Marital Status _____ Citizenship _____ (country)

Emergency Contact: Name: _____

Address: _____

Phone: _____ E-mail: _____

Name all other persons who will occupy the Property:

Name: _____ Relationship: _____ Age: _____

Name: _____ Relationship: _____ Age: _____

Name: _____ Relationship: _____ Age: _____

Name: _____ Relationship: _____ Age: _____

Applicant's Current Address: _____ Apt. No. _____

(city, state, zip)

Landlord's Name: _____ Email: _____

Phone: Day: _____ Nt: _____ Mb: _____ Fax: _____

Date Moved-In _____ Move-Out Date _____ Rent \$ _____

Reason for move: _____

Applicant's Previous Address: _____ Apt. No. _____

(city, state, zip)

Previous Landlord's Name: _____ Email: _____

Phone: Day: _____ Nt: _____ Mb: _____ Fax: _____

Date Moved-In _____ Date Moved-Out _____ Rent \$ _____

Reason for move: _____

Applicant's Current Employer: _____

Address: _____ (street, city, state, zip)

Supervisor's Name: _____ Phone: _____ Fax: _____

E-mail: _____

Start Date: _____ Gross Monthly Income: \$ _____ Position: _____

Note: If Applicant is self-employed, Landlord may require one or more previous year's tax return attested by a CPA, attorney, or other tax professional.

Residential Lease Application concerning _____

Applicant's Previous Employer: _____
Address: _____ (street, city, state, zip)
Supervisor's Name: _____ Phone: _____ Fax: _____
E-mail: _____
Employed from _____ to _____ Gross Monthly Income: \$ _____ Position: _____

Describe other income Applicant wants considered: _____

List all vehicles to be parked on the Property:

Type	Year	Make	Model	License/State	Mo.Pymt.

List all pets to be kept on the Property (dogs, cats, birds, reptiles, fish, and other pets):

Type & Breed	Name	Color	Weight	Age	Gender	Neutered?	Declawed?	Rabies Shots Current?
						<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
						<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no

	Yes	No	Explanation
Will any waterbeds or water-filled furniture be on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Does anyone who will occupy the Property smoke?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Will Applicant maintain renter's insurance?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Is Applicant or Applicant's spouse, even if separated, in military?	<input type="checkbox"/>	<input type="checkbox"/>	_____
If yes, is the military person serving under orders limiting the military person's stay to one year or less?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Has Applicant ever:			
been evicted?	<input type="checkbox"/>	<input type="checkbox"/>	_____
been asked to move out by a landlord?	<input type="checkbox"/>	<input type="checkbox"/>	_____
breached a lease or rental agreement?	<input type="checkbox"/>	<input type="checkbox"/>	_____
filed for bankruptcy?	<input type="checkbox"/>	<input type="checkbox"/>	_____
lost property in a foreclosure?	<input type="checkbox"/>	<input type="checkbox"/>	_____
had <u>any</u> credit problems, slow-pays or delinquencies?	<input type="checkbox"/>	<input type="checkbox"/>	_____
been convicted of a crime?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Is any occupant a registered sex offender?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Are there any criminal matters pending against any occupant?	<input type="checkbox"/>	<input type="checkbox"/>	_____
Is there additional information Applicant wants considered?	<input type="checkbox"/>	<input type="checkbox"/>	_____

Authorization: Applicant authorizes Landlord and Landlord's agent, at any time before, during, or after any tenancy, to:
(1) obtain a copy of Applicant's credit report;
(2) obtain a criminal background check related to Applicant and any occupant; and
(3) verify any rental or employment history or verify any other information related to this application with persons knowledgeable of such information.

Notice of Landlord's Right to Continue to Show the Property: Unless Landlord and Applicant enter into a separate written agreement otherwise, the Property remains on the market until a lease is signed by all parties and Landlord may continue to show the Property to other prospective tenants and accept another offer.

Privacy Policy: Landlord's agent or property manager maintains a privacy policy that is available upon request.

Fees: Applicant submits a non-refundable fee of \$ 50.00 for processing and reviewing this application and (check only one box if applicable):

- (1) \$ _____ to be applied to the security deposit upon execution of a lease or returned to Applicant if a lease is not executed.
- (2) an Application Deposit of \$ One month's rent in accordance with the attached Agreement for Application Deposit and Hold on Property (TAR No. 2009 or similar agreement).

Acknowledgement & Representation:

- (1) Signing this application indicates that Applicant has had the opportunity to review Landlord's tenant selection criteria, which is available upon request. The tenant selection criteria may include factors such as criminal history, credit history, current income and rental history.
- (2) Applicant understands that providing inaccurate or incomplete information is grounds for rejection of this application and forfeiture of any application fee and may be grounds to declare Applicant in breach of any lease the Applicant may sign.
- (3) Applicant represents that the statements in this application are true and complete.

Applicant's Signature

Date

For Landlord's Use:

On _____, _____ (name/initials) notified

Applicant _____ by phone mail e-mail fax in person that Applicant was

approved not approved. Reason for disapproval: _____



TEXAS ASSOCIATION OF REALTORS®

**AUTHORIZATION TO RELEASE INFORMATION
RELATED TO A RESIDENTIAL LEASE APPLICANT**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.

©Texas Association of REALTORS®, Inc. 2007

I, _____ (Applicant), have submitted an application to lease a property located at _____ (address, city, state, zip).

The landlord, broker, or landlord's representative is:

_____	_____	_____	_____	_____	_____
MHN Properties	7300 Blanco Road, Suite 403	San Antonio, TX 78216	210-402-9696	512-366-9338	ronnah@mhnproperties.com
			(phone)		(e-mail)

I give my permission:

- (1) to my current and former employers to release any information about my employment history and income history to the above-named person;
- (2) to my current and former landlords to release any information about my rental history to the above-named person;
- (3) to my current and former mortgage lenders on property that I own or have owned to release any information about my mortgage payment history to the above-named person;
- (4) to my bank, savings and loan, or credit union to provide a verification of funds that I have on deposit to the above-named person; and
- (5) to the above-named person to obtain a copy of my consumer report (credit report) from any consumer reporting agency and to obtain background information about me.

Applicant's Signature

Date

Note: Any broker gathering information about an applicant acts under specific instructions to verify some or all of the information described in this authorization. The broker maintains a privacy policy which is available upon request.



TEXAS ASSOCIATION OF REALTORS®

AGREEMENT FOR APPLICATION DEPOSIT AND HOLD ON PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED. ©Texas Association of REALTORS®, Inc. 2007

1. PROPERTY: "Property" means: _____ (address) _____ (city, state, zip)

2. APPLICATION AND DEPOSIT: In addition to the non-refundable application fee described in a residential lease application that the undersigned Applicant(s) has submitted to the undersigned Landlord, Applicant has delivered to Landlord an Application Deposit in the amount of \$ _____.

3. HOLD: Landlord will remove the Property from the market and will not lease the Property to another person: (Check only one box.)

- [X] (1) if and when Landlord approves Applicant as a tenant. Landlord is not obligated to remove the Property from the market until Landlord notifies Applicant of approval.
[] (2) at the time this agreement becomes binding on the Landlord and Applicant.

4. OBLIGATIONS UPON APPROVAL OR NON-APPROVAL:

- A. If Landlord approves Applicant as a tenant for the Property, Landlord will notify Applicant of the approval not later than the 7th day after the date this agreement becomes binding.
B. Not later than the 2nd day after Landlord notifies Applicant of the approval, Applicant must sign a written lease for the Property with terms described in this agreement and the Application Deposit will be credited to the security deposit in the lease.
C. If Landlord does not approve Applicant or does not notify Applicant of approval within the time required, Landlord will refund the Application Deposit to Applicant and this agreement will terminate.
D. If Landlord notifies Applicant of approval and Applicant fails to sign the lease within the time required, Landlord will retain the Application Deposit and may lease the Property to another person.
E. If Applicant withdraws Applicant's application or breaches this agreement, Landlord will retain the Application Deposit and may lease the Property to another person.

5. LEASE TERMS: If Landlord approves Applicant, Landlord and Applicant will enter into a written lease with the following terms on forms published by the Texas Association of REALTORS®.

Para. No.
2 Non-real-property items: Varies by Home
3A Commencement Date: _____ Expiration Date: _____
4 With the following boxes checked: 4A: [X] (1) [] (2) _____ days; and 4B: [] (1) [] (2).
5A Monthly Rent: \$ _____ 1st full month rent due _____
5B Prorated Rent: \$ _____ due _____
5D(4) Landlord [X] requires [] does not require monthly rent payments by one check or draft.
6A When late charges are incurred: on the 2nd after the rental due date.
Initial Late Charge: [X] (a) \$ 50.00 [] (b) _____ % of one month's rent.
Additional Late Charges: \$ 10.00 per day thereafter.
7 Returned Check Charge: \$ 50.00
9B(2) Pet Charges: \$ 100.00 (initial amount) and \$ 10.00 per day thereafter.
10A Security Deposit: \$ One Month's Rent
11A Utilities paid by Landlord: None
12A Other occupants will be only those persons listed in the application.
12E Number of days guests permitted on Property: 14
13 Number of Vehicles: 4 (varies by home)
14C Amount of Trip Charge: \$ 50.00
14D(1) Keybox authorized during 30 last days of lease

(TAR-2009) 10-16-07 Initialed for Identification by Applicants: _____, _____, _____, _____, and Landlord: _____, _____ Page 1 of 2

14D(2)-(3) Early Keybox Withdrawal Fee \$One Month's Rent Trip Charge: \$50.00

15A Property is accepted in its AS-IS condition provided Landlord: _____

15B Inventory and Condition Form to be delivered within _____ days

17B(3) Yard to be maintained by: Landlord; Tenant; a contractor chosen and paid by Tenant; or _____ (contractor) paid by Tenant

18C Applicant to pay first \$_____ of repairs, except as otherwise provided by the lease.

18C(3) Appliances or items that will not be repaired: Refrigerators, Washing Machines or Dryers

26 Special Provisions: Described in lease

28B(4) Assignment 28B(4)(a): (i) \$ N/A ; or (ii) _____ % of one's month rent.

& Subletting Fees: 28B(4)(b): (i) \$ 450.00 ; or (ii) _____ % of one's month rent.

Addenda

- & Exhibits: Addendum Regarding Lead-Based Paint (TAR No. 2008)
- Landlord's Rules and Regulations (as published by Landlord)
- Owners' Association Rules (as published by owner's association)
- Pet Agreement (TAR No. 2004) with only the pets described in the rental application with the
- following boxes checked in Paragraph B and corresponding amounts inserted:
 - (1) \$ _____ ; (2) \$ _____ ; (3) \$ _____
- Pool/Spa Maintenance Addendum (TAR No. 2010) with the following box to apply:
 - A (1)
 - A (2)
 - A (3) with: _____ a contractor who regularly provides pool maintenance service; or _____ (contractor)
 - A (4) _____
- Residential Lease Guaranty (TAR No. 2007) executed by _____
- Other Addenda or Exhibits: Addenda will vary depending on home

6. FALSE INFORMATION: If Applicant provides any false information in an application or in this agreement, Landlord may reject the application, retain the application fee and the Application Deposit as liquidated damages for Landlord's time and expense, and terminate any right of occupancy. In any legal proceeding between the parties, the prevailing party may recover attorney's fees from the non-prevailing party.

Subchapter I, Chapter 92, Property Code governs Application Deposit procedures. The terms of this agreement are negotiable between the parties. Copies of lease forms and addenda are available from your broker. Before signing this agreement, Applicant should determine if all necessary utilities are available to the Property and are adequate for Applicant's intended use. This is a binding agreement. READ IT CAREFULLY before signing.

Landlord Date

Tenant Date

Landlord Date

Tenant Date

Or signed for Landlord under written property management agreement or power of attorney:

Tenant Date

By: _____
Date

Tenant Date

Printed Name: _____

Firm Name: _____

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

Information About Brokerage Services

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

IF THE BROKER REPRESENTS THE OWNER:

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written - listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

IF THE BROKER REPRESENTS THE BUYER:

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

IF THE BROKER ACTS AS AN INTERMEDIARY:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License

Act. The broker must obtain the written consent of each party to the transaction to act as an intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you,

you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

Buyer, Seller, Landlord or Tenant

Date

Texas Real Estate Brokers and Salespersons are licensed and regulated by the Texas Real Estate Commission (TREC). If you have a question or complaint regarding a real estate licensee, you should contact TREC at P.O. Box 12188, Austin, Texas 78711-2188 or 512-465-3960.

