



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.

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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: _____

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: _____

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: _____

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

Applicant's Previous Employer: _____

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

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

Employed from _____ to _____ Gross Monthly Income: \$ _____ Position: _____

Residential Lease Application concerning _____

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 any credit problems?	<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 & Representation: 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. Applicant represents that the statements in this application are true and complete. Applicant understands that providing false or inaccurate information is grounds for rejection and a breach of any lease.

Notice: Unless agreed otherwise in writing, the Property remains on the market until a lease is signed and Landlord may continue to show the Property to other prospective tenants and accept another offer. Landlord's agent or property manager maintains a privacy policy that is available upon request.

Fees: Applicant submits a non-refundable fee of \$ _____ 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 \$ _____ in accordance with the attached Agreement for Application Deposit and Hold on Property (TAR No. 2009 or similar agreement).

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.



TEXAS ASSOCIATION OF REALTORS®

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

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

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

<u>Keller Williams Realty, Kay Marie Hamaker</u>	(name)
<u>1801 South MOPAC, #100</u>	(address)
<u>Austin, TX 78746</u>	(city, state, zip)
<u>(512) 924-6430</u>	(phone)
<u>(512) 448-4822</u>	(fax)
<u>kaymarie@kw.com</u>	(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

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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.)
 (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: _____
- 3A Commencement Date: _____ Expiration Date: _____
- 4 With the following boxes checked: 4A: (1) (2) _____ days; and 4B: (1) (2).
- 5A Monthly Rent: \$ _____ 1st full month rent due _____
- 5B Prorated Rent: \$ _____ due _____
- 5D(4) Landlord requires does not require monthly rent payments by one check or draft.
- 6A Time at which late charges are incurred: 12 p.m. on the 5 day of the month
 Initial Late Charge: (a) \$ 50.00 (b) _____ % of one month's rent.
 Additional Late Charges: \$ 20.00 per day thereafter.
- 7 Returned Check Charge: \$ 25.00 (not to exceed \$25)
- 9B(2) Pet Charges: \$ _____ (initial amount) and \$ _____ per day thereafter.
- 10A Security Deposit: \$ _____
- 11A Utilities paid by Landlord: _____
- 12A Other occupants will be only those persons listed in the application.
- 12E Number of days guests permitted on Property: _____
- 13 Number of Vehicles: _____
- 14C Amount of Trip Charge: \$ 35.00
- 14D(1) Keybox authorized during 30 last days of lease

(TAR-2009) 10-5-05 Initialed for Identification by Applicants: _____, _____, _____, _____, and Landlord: _____, _____ Page 1 of 2

Agreement for Application Deposit concerning _____

14D(2) Early Keybox Withdrawal Fee \$ _____
15A Property is accepted in its AS-IS condition provided Landlord: _____

15B Inventory and Condition Form to be delivered within 10 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: _____
26 Special Provisions: _____

28B(4) Assignment 28B(4)(a): (i) \$ _____ ; or (ii) 50.000 % of one month's rent.
& Subletting Fees: 28B(4)(b): (i) \$ _____ ; or (ii) 100.000 % of one month's 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. 2011) with the following box to apply:
 B(1)
 B(2)
 B(3) with: a contractor who regularly provides pool maintenance service; or
 _____ (contractor)
 B(4) _____
 Residential Lease Guaranty (TAR No. 2007) executed by _____
 Other Addenda or Exhibits: **Information About Brokerage Services**

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

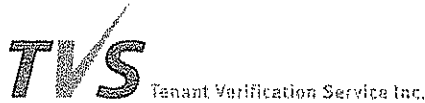
Landlord Date Tenant Date

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

By: _____ Date Tenant Date

Printed Name: _____

Firm Name: _____



FCRA Summary of Rights

A Summary of Your Rights - Under the Fair Credit Reporting Act.

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you - such as if you pay your bills on time or have filed bankruptcy - to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C. §§ 1681-1681u, by visiting www.ftc.gov. The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

- **You must be told if information in your file has been used against you.** Anyone who uses information from a CRA to take action against you - such as denying an application for credit, insurance, or employment - must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.
- **You can find out what is in your file.** At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.
- **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs - to which it has provided the data - of any error.) The CRA must give you a written report of the investigation and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in the future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified. If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.
- **You can dispute inaccurate items and the source of the information.** If you tell anyone - such as a creditor who reports to the CRA - that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.
- **Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.
- **Access to your file is limited.** A CRA may provide information about you only to people with a need recognized by the FCRA - usually to consider an application with a creditor, insurer, employer, landlord, or other business.
- **Your consent is required for reports that are provided to employers, or reports that contain medical information.** A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.
- **You may choose to exclude your name from CRA lists for the unsolicited credit and insurance offers.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.
- **You may seek damages from violators.** If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.

FOR QUESTIONS OR CONCERNS PLEASE CONTACT:
Federal Trade Commission
Consumer Response Center - FCRA
Washington, DC 20580 * 202-326-3761

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.



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TREC No. OP-K

(TAR-2501) 1/1/96

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Phone: (512) 924 - 6430 Fax: (512) 448 - 4822 Kay Hamaker

TAR Forms