



Lease Application Instructions

Please Fully Complete the Residential Lease Application

**** And Write Legibly ****

REQUIRED ITEMS:

- ONE FULLY COMPLETED Residential Lease Application (TAR-2003) FOR EACH PERSON 18 YEARS OLD AND OLDER who will reside in the residence
- A CLEAR COPY of the applicant's valid state issued DL or ID and SS card
- COPIES OF ONE FULL MONTH'S MOST RECENT PAY STUBS or verification of income for other sources of income applicant wants Landlord to consider
- A LETTER TO THE LANDLORD may be submitted for anything requiring an explanation or for anything that the applicant(s) would like to share with the Landlord.

The above items can be submitted either in person, by fax or via email (see below).

PLEASE NOTE:

**** THE NON-REFUNDABLE application fee of \$50.00 (per applicant) must be remitted to RE/MAX Cherished Properties prior to processing applications. Applicants may pay in the form of cash, money order or cashier's check.**

**** A BACKGROUND CHECK consisting of a credit check, criminal and terrorist background check, and eviction check will be completed on each applicant.**

**** A REQUEST FOR RENTAL HISTORY form (TAR-2214) may be submitted to your current or most recent landlord for completion – please **FULLY COMPLETE** the current or most recent landlord information on your application.**

**** A REQUEST FOR EMPLOYMENT VERIFICATION form (TAR-2219) may be submitted to each employer for completion – please **FULLY COMPLETE** the employer information on your application.**

Applicant Signature

Date

Applicant Printed Name



TEXAS ASSOCIATION OF REALTORS®
RESIDENTIAL LEASE APPLICATION

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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: \$ _____
Initial Lease Term Requested: _____ (months)

Property Condition: **Applicant is strongly encouraged to view the Property prior to submitting any application.**
Landlord makes no express or implied warranties as to the Property's condition. Applicant requests Landlord consider the following repairs or treatments should Applicant and Landlord enter into a lease: _____

_____.

Applicant was referred to Landlord by:
 Real estate agent _____ (name) _____ (phone) _____ (e-mail)
 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: (Do not insert the name of an occupant or co-applicant.)
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 or Property Manager'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)
Landlord or Property Manager's Name: _____ Email: _____
Phone: Day: _____ Nt: _____ Mb: _____ Fax: _____

Residential Lease Application concerning _____

Date Moved-In _____ Move-Out Date _____ 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.

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 Plate No./State	Mo.Pymnt.

Will any pets (dogs, cats, birds, reptiles, fish, and other pets) be kept on the Property? yes no
If yes, list all pets to be kept on the Property:

Type & Breed	Name	Color	Weight	Age in Yrs.	Gender	Neutered?	Declawed?	Rabies Shots Current?	Bite History?
						<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
						<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
						<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
						<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	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? 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? been asked to move out by a landlord? breached a lease or rental agreement? filed for bankruptcy? lost property in a foreclosure? had <u>any</u> credit problems, including any outstanding debt (e.g., student loans or medical bills), slow-pays or delinquencies? been convicted of a crime? If yes, provide the location, year, and type of conviction below.
<input type="checkbox"/>	<input type="checkbox"/>	Is any occupant a registered sex offender? If yes, provide the location, year, and type of conviction below.
<input type="checkbox"/>	<input type="checkbox"/>	Is there additional information Applicant wants considered?

Residential Lease Application concerning _____

Additional comments: _____

_____.

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 PER ADULT to RE/MAX CHERISHED PROPERTIES (entity or individual) for processing and reviewing this application. Applicant submits will not submit an application deposit of \$ N/A to be applied to the security deposit upon execution of a lease or returned to Applicant if a lease is not executed.

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**

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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:

_____ **RE/MAX CHERISHED PROPERTIES** (name)
_____ **2401 N LOGAN ST STE L** (address)
_____ **TEXAS CITY, TX 77590** (city, state, zip)
_____ **(409)948-2330** (phone) _____ **(409)948-9282** (fax)
_____ **INFO@GENIEJENNINGS.COM** (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.



Tenant Selection Criteria

Pursuant to Texas Property Code Section 92.3515 and the Fair Credit Reporting Act, 15 U.S.C.A., Section 1681, Chapter 41, the following tenant selection criteria are being provided to you. The following constitute grounds upon which Landlord will be basing the decision to lease a property to an applicant:

1. Criminal, Sex Offender, and Terrorist Database History: Landlord will perform a criminal, sex offender, and terrorist history check on you to verify the information provided by you on the Lease Application. Landlord's decision to lease the Property to you may be influenced by the information contained in the report.
2. Previous Rental History: Landlord will verify your previous rental history using the information provided by you on the Lease Application. Failure to provide the requested information, provision of inaccurate information, or information learned upon contacting previous landlords may influence Landlord's decision to lease the Property to you.
3. Current Income: Landlord may ask for verification of income as stated on the Lease Application. Depending upon the rental amount being asked for the Property, sufficiency of income along with the ability to verify the stated income, may influence Landlord's decision to lease the Property to you.
4. Credit History: Landlord will obtain a Credit Reporting Agency (CRA) report, commonly referred to as a credit report, in order to verify your credit history. Landlord's decision to lease the Property may be based upon information obtained from this report.
5. Failure to Provide Accurate Information in Application(s): Failure to provide accurate information on the application or provision of information that is unverifiable will be considered by Landlord when making the decision to lease the Property.
6. Other: Landlord may have other criteria pertinent to a particular property which will be disclosed.
7. Negatives: The following items shall be considered negatives and may provide sufficient grounds to decline an applicant(s) and household members:
 - a. Any OPEN bankruptcy which has not been discharged.
 - b. Negative or incomplete rental reference or would not re-rent documentation.
 - c. Any collection filed by a property management company or apartment complex.
 - d. Any eviction or unlawful detainer action.
 - e. Any income level or combined income level which does not meet the minimum income requirements.
 - f. Any conviction of, or reasonable cause to believe, that any illegal drug is currently being used and/or has in the past been used, possessed or sold by any household member.
 - g. Any false or misleading information provided by the applicant on the written application or omission of a material fact.
 - h. A credit report that shows current instability.
 - i. Any conviction for criminal activity by any household member.
 - j. Any household member that is a registered or unregistered sex offender.
 - k. Two (2) or more charges for Domestic Violence (defendant in criminal cases) or charges that are Domestic Violence related, and/or two (2) or more petitions filed against applicant for Orders of Protection (respondent in civil cases).
 - l. Reasonable likelihood to believe that a household member's abuse or pattern of abuse of alcohol interferes with the health, safety or right to peaceful enjoyment of the resident community.
 - m. Reasonable likelihood to believe that a household member's illegal use or pattern of illegal use of a drug may interfere with health, safety, or right to peaceful enjoyment of the resident community.
 - n. Reasonable likelihood that the applicant will be unwilling or unable to pay rent.
 - o. Reasonable likelihood that the applicant or those acting under his or her control will interfere with the health, safety, security or the right of peaceful enjoyment of the resident community.
 - p. Reasonable likelihood that the applicant or those acting under his or her control will cause intentional damage or destruction to the property or surrounding premises.

All applicants must have a legal and verifiable social security number. If any information provided on the application is given in error resulting in multiple consumer/background reports to be ordered additional fees will be charged.

Signing this acknowledgement indicates that you have had the opportunity to review the landlord's tenant selection criteria. If you do not meet the selection criteria, or if you provide inaccurate or incomplete information, your application will be rejected and your application fee will not be refunded. **Application fees are non-refundable.**

Tenant Signature

Date

Tenant Printed Name



Privacy Policy

1. What is personal information?

Personal information is:

- (1) information in a consumer report; or
- (2) an individual's first name or initial and last name in combination with any of the following:
 - (a) birth date;
 - (b) social security number or other government issued identification number;
 - (c) mother's maiden name;
 - (d) financial institution account or information.

A consumer report is a report related to a person's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living prepared by or obtained from an agency that collects such information such as a credit reporting agency.

2. How is personal information collected?

This company obtains personal information in the following ways:

- (1) in consumer reports from reporting agencies to which this company subscribes in connection with lease applications, loan applications, or for other reasons that the consumer may authorize this company to obtain;
- (2) in lease applications a prospective tenant completes;
- (3) in other real estate related forms the customer or client completes in or related to a transaction; and
- (4) in tax reporting forms that the customer or client is required to complete and which are given to this company.

When completing the forms required above, the customer or client may send the information to this company by mail, fax, personal delivery, or by e-mail. Customers or clients may occasionally provide personal information to this company or its agents by other means such as telephone calls, fax messages, or e-mail messages in order expedite a transaction in which the customer or client is involved.

3. How and when is the personal information used?

Personal Information from Prospective Tenants: The personal information that prospective tenants provide to this company is primarily used to obtain consumer reports (credit checks). It may also be used to perform background checks and rental history searches. The information in the consumer reports may be discussed with landlords for whom this company manages property. This company also reports information to credit reporting agencies and uses personal information to complete those reports.

Personal Information from Owners of Properties Managed by the Company: When this company acts as a property manager for a property owner, the company uses the property owner's personal information only: (a) to deliver the required management services; (b) to file any required reports with governmental agencies (for example, the IRS); or (c) for other purposes the property owner may authorize.

Personal Information from Clients: When this company represents a person (buyer, seller, landlord, or tenant) in a transaction the agent servicing the client may, on the client's behalf and at the client's instruction, convey personal information he or she provides to the agent to service providers (for example, mortgage lenders and title companies) as those service providers may require for the products or services the client needs or requests. If this company represents a prospective tenant in a lease transaction, the personal information may, on the tenant's behalf and with the tenant's knowledge, be discussed with and provided to landlords or their agents. This company and its agents exercise reasonable discretion when discussing any personal information with others.

4. How is the personal information protected?

- A. Written files in this company are protected under lock and key.
- B. Electronic records are protected under an access name and password assigned to persons in this company.
- C. This company and its agents exercise reasonable discretion when discussing any personal information with others and releases personal information to others only as described by this policy.
- D. This company does not permit its employees or agents to make copies of consumer reports or records of insurance claims. The consumer reports retained in the company's files are not to be accessed in the future as a convenience to customers or clients.
- E. The individual agents that work with this company are independent contractors and the agent with whom a customer or client works with may maintain a separate transaction file. The company instructs its agents to not permit other persons to access the personal information in files the agents maintain. The company instructs its agents to protect the personal information in the agents' files in the same manner as described in this policy.



Privacy Policy

5. Who has access to the personal information?

The following persons have access to personal information in this company's files:

- (1) the agent or broker who is servicing or coordinating the transaction;
- (2) the office manager to whom the agent reports; and
- (3) the owner of the company.

Property owners for whom the company manages properties do not have access to personal information in the company's files. However, the company and its agents may discuss the information in a tenant's consumer report or lease application with a property owner. Copies of such information are provided to the landlord only: (1) with the tenant's consent; or (2) if the company ceases to be the property manager and the landlord requests that the files be sent to the landlord, the landlord's attorney, or the new property manager.

Personal information from a buyer, seller, landlord, or tenant may be discussed with others (such as mortgage lenders or prospective landlords) only as is reasonably necessary to negotiate or close the transaction or to provide the services the customer or client seeks from this company.

This company may, at the customer's or client's request, provide personal information to service providers in a transaction such as a title company or mortgage company if it is necessary to expedite or complete a transaction.

If the company is required by law to allow others to access the personal information in the company's files, the company will comply with the law (for example, compliance with court orders, subpoenas, or governmental investigations). The company will also allow law enforcement agencies access to personal information in order to cooperate with such investigations.

6. How is the personal information disposed?

This company uses reasonable measures to dispose of personal information. Personal information is usually disposed of by shredding or burning documents, erasing electronic files by means that make the files unreadable or undecipherable, or by eradicating personal information from documents or electronic files in ways that make the personal information unreadable.

7. Erroneous Records:

If this company erroneously reports information to a consumer reporting agency, the company will act to correct the information in the company's records and request the reporting agency to correct the information in its records promptly after the company has learned and determined that the report was in error.

If this company maintains an erroneous record that a consumer has issued a dishonored check, the company will promptly delete the record after the company and consumer agree that the information is in error or after the consumer provides the company with a law enforcement agency report stating that the dishonored check was not authorized.

NOTICE: This company asks any person who provides personal information to this company or one of its agents to identify the information at that time as "personal information".

By signing below I acknowledge that I have received a copy of this policy.

Tenant Signature

Date

Tenant Printed Name