



Information About Brokerage Services

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

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - o that the owner will accept a price less than the written asking price;
 - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - o any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<u>Team Price Real Estate</u>	<u>9002770</u>	<u>realestate@teamprice.com</u>	<u>512-213-0213</u>
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
<u>Dan Price</u>	<u>525062</u>	<u>dan@teamprice.com</u>	<u>512-963-3768</u>
Designated Broker of Firm	License No.	Email	Phone
<u>Daniel Staude Price</u>	<u>525062</u>	<u>dan@teamprice.com</u>	<u>512-963-3768</u>
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
<u>Morris Austin</u>	<u>0571864</u>	<u>bill@teamprice.com</u>	<u>(512) 709-6343</u>
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Tenant Selection Criteria

Pursuant to Property Code Section 92.3515, these Tenant Selection Criteria are being provided to you in reference to the Property located at the following address 25448 Northoark Lake DR.

Based on the information you provide, Landlord may deny your application or may take other adverse actions against you (including, but not limited to, requiring a co-signer on the lease, requiring an additional deposit, or raising rent to a higher amount than for another applicant). If your application is denied or another adverse action is taken based upon information obtained from your credit report or credit score, you will be notified.

Landlords must comply with Local, State, and Federal Fair Housing Laws prohibiting discrimination in housing on race, creed, color, religion, sex, age, national origin, mental or physical handicap, familial status, marital status, ancestry or sexual orientation.

- 1. Criminal History:** Landlord may perform a criminal 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. Any crime involving violence, illegal drugs, firearms, theft, destruction of property, and any crime involving a minor or that is sexual in nature will cause the applicant to be denied even if the applicant is serving deferred adjudication.
- 2. Rental History:** Landlord will verify your rental history using the information provided by you on the Lease Application. Your 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. Minimum 2-year verifiable rental history, not to include any late pays, insufficient funds or evictions or minimum 2-year verifiable mortgage payments not to include any late pays. Rental history must be with an unbiased landlord (i.e., not a family member).
- 3. Current Income:** Landlord may ask you to verify your income as stated on your Lease Application. Depending upon the rental amount for the property, the sufficiency of your income along with the ability to verify the stated income, may influence Landlord's decision to lease the Property to you. The combined income of the applicants should exceed three times the rental rate. Other income sources must be verifiable with bank statements. Minimum 2-year verifiable employment history may be required. Self-employed applicants to provide 2 previous year's tax returns attested by a CPA, Attorney, or tax professional and copies of bank statements for the past 3 months.
- 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 to you may be based upon information obtained from this report. If your application is denied based upon information obtained from your credit report, you will be notified. Credit history must not contain unsatisfactory credit history, evictions, foreclosures, bankruptcies and judgments for landlords regarding rent or property damage. A report may be requested from the National Tenants Network and a score of 80 or above may be required.
- 5. Guarantor Requirements:** The guarantor must have a total gross monthly income of at least five times the monthly rent. A credit report will be processed and the above tenant selection criteria will be applied to the guarantor. The guarantor must be free of evictions, foreclosures and housing related debts.

Tenant Selection Criteria

- 6. **Pet Policy:** If a pet is allowed at this property, the pet must be at least 1-year-old. Landlord may not allow certain types of dogs that may have violent tendencies. Some examples of dogs that may not be allowed are: Pit Bull (aka Staffordshire Terrier), Rottweiler, Doberman, Chow, Husky, German Sheppard, mixed breed with any of the before mentioned. Owner reserves the right to deny any dog. Verify with the listing agent/landlord prior to submitting the application. All pets are subject to an individual pet deposit. Each pet requires a photograph to be submitted with the application.

- 7. **Failure to Provide Accurate Information in Application:** Your failure to provide accurate information in your application or your provision of information that is unverifiable will be considered by Landlord when making the decision to lease the property to you. If we are unable to verify any part of the above qualifications within 3 business days from the date of the application submittal the application may be denied.

- 8. **Negatives:** Any eviction or unlawful detainer action. Any conviction for criminal activity by any household member. Any false or misleading information provided by the applicant on the written application or omission of a material fact. Negative or incomplete rental reference. Any income level or combined income level which does not meet the minimum income requirements. Credit Issues past 24 months. Automatic Decline: Applicants will be automatically declined for the following: Anyone having been evicted by a prior landlord for cause, Falsification of application, Invalid Social Security number, Failure to pay Application Fee, Any Application that has not been fully completed - incomplete applications will not be processed.

- 9. **Other:**

"Signing this acknowledgment indicates that you have had the opportunity to review the landlord's tenant selection criteria. The tenant selection criteria may include factors such as criminal history, credit history, current income, and rental history. If you do not meet the selection criteria, or if you provide inaccurate or incomplete information, your application may be rejected and your application fee will not be refunded."

I/WE, THE UNDERSIGNED, HAVE READ, FULLY UNDERSTAND AND AGREE TO THE ABOVE TENANT SELECTION CRITERIA.

<hr style="border-top: 1px solid black;"/> <p>Applicant _____ Date _____</p>	<hr style="border-top: 1px solid black;"/> <p>Applicant _____ Date _____</p>
<hr style="border-top: 1px solid black;"/> <p>Applicant _____ Date _____</p>	<hr style="border-top: 1px solid black;"/> <p>Applicant _____ Date _____</p>



**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: 25448 Northoark Lake DR Porter TX 77365
 Anticipated: Move-in Date: _____ Monthly Rent: \$ 1,895.00 Security Deposit: \$ 1,895.00
 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: _____
 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

- | | | |
|--------------------------|--------------------------|--|
| <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? |
| <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: |
| <input type="checkbox"/> | <input type="checkbox"/> | 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, including any outstanding debt (e.g., student loans or medical bills), slow-pays or delinquencies? |
| <input type="checkbox"/> | <input type="checkbox"/> | been convicted of a crime? If yes, provide the location, year, and type of conviction below. |

- Is any occupant a registered sex offender? If yes, provide the location, year, and type of conviction below.
- Is there additional information Applicant wants considered?

Additional comments:

Tenant to submit deposits within 3 days of being notified of approval.

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 to Morris Austin (entity or individual) for processing and reviewing this application. Applicant submits will not submit an application deposit of \$ 1,895.00 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 25448 Northoark Lake DR Porter TX 77365 _____ (address, city, state, zip).

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

_____ Morris Austin _____ (name)
 _____ 7320 N Mo-Pac _____ (address)
 _____ Austin _____ TX 78731 _____ (city, state, zip)
 _____ (512) 709-6343 _____ (phone) _____ (888) 643-9502 _____ (fax)
 _____ bill@teamprice.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.



PET AGREEMENT

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ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT

25448 Northoark Lake DR

Porter

TX 77365

NOTICE: An assistance animal is not a pet. Do not use this agreement if animal is an assistance animal.

A. PET AUTHORIZATION AND PET DESCRIPTION:

- (1) Tenant may not keep any pet on the Property unless specifically authorized by this agreement. "Pet" includes any animal, whether mammal, reptile, bird, fish, rodent, or insect.
(2) Tenant may keep the following pet(s) on the Property until the above-referenced lease ends.

Type: Breed: Name:
Color: Weight: Age: Gender:
Neutered? yes no Declawed? yes no Rabies Shots Current? yes no

Type: Breed: Name:
Color: Weight: Age: Gender:
Neutered? yes no Declawed? yes no Rabies Shots Current? yes no

Type: Breed: Name:
Color: Weight: Age: Gender:
Neutered? yes no Declawed? yes no Rabies Shots Current? yes no

Type: Breed: Name:
Color: Weight: Age: Gender:
Neutered? yes no Declawed? yes no Rabies Shots Current? yes no

B. CONSIDERATION: In consideration for Landlord's authorization for Tenant to keep the pet(s) described in Paragraph A on the Property, the parties agree to the following. (Check any one or any combination of the following.)

- (1) On or before the date Tenant moves into the Property, Tenant will pay Landlord a pet deposit of \$400.00. The pet deposit is an increase in the security deposit in the lease and is made part of the security deposit for all purposes. This increase in the security deposit is not refundable before the lease ends, even if the pet is removed. Any refund of the security deposit, including this increase, is governed by the terms of the lease.
(2) The monthly rent in the lease is increased to \$.
(3) Tenant will, upon execution of this agreement, pay Landlord \$400.00 as a one-time, non-refundable payment.

C. PET RULES: Tenant must:

- (1) take all reasonable action to insure that any pet does not violate the rights of other persons;
(2) comply with all applicable statutes, ordinances, restrictions, owners' association rules, and other enforceable regulations regarding any pet;

- (3) keep the rabies shots of any pet current;
- (4) confine any pet that is a dog or cat, when outside, by fences or on leashes under Tenant's control;
- (5) confine any pet other than a dog or cat in appropriate cages at all times;
- (6) promptly remove any pet waste from the Property, including all living areas, garages, storage areas, yards, porches, patios, courtyards, and decks; and
- (7) promptly remove from the Property any offspring of any pet.

D. ACCESS: Tenant must remove or confine any pet at any time that the pet is likely to limit or prohibit Landlord or other persons access to Property in its entirety as permitted by the lease.

E. DISCLOSURE CONCERNING PETS:

(1) Is Tenant aware of whether any of the pets described under this addendum has ever bitten or injured another person? Yes No

If yes, explain:

(2) Is Tenant aware of whether any of the pets described under this addendum has any propensity or predisposition to bite or injure someone? Yes No

If yes, explain:

F. TENANT'S LIABILITY:

- (1) Tenant is responsible and liable for:
 - (a) any damage to the Property or any item in the Property caused by any pet;
 - (b) any personal injuries to any person caused by any pet; and
 - (c) any damage to any person's property caused by any pet.
- (2) Tenant will pay all reasonable costs that are necessary to clean, deodorize, deflea, or repair any part of the Property, including but not limited to the carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, sod, yard, fences, or landscaping.

G. INDEMNIFICATION: Tenant will protect, defend, indemnify, and hold Landlord, Landlord's property manager, and Landlord's agents harmless from any damages, costs, attorney's fees, and expenses that are caused by the act of any pet or Tenant.

H. DEFAULT: If Tenant breaches any provision in this pet agreement, Landlord may exercise all or any of the remedies described under Paragraph 9B of the lease.

I. SPECIAL PROVISIONS:

Tenant understands that a pet FEE of \$400 for the 1st pet is nonrefundable.
Tenant understands that if a second pet is allowed an additional DEPOSIT of \$400 that may or may not be refunded based on overall conditions left behind after move out by tenant

Landlord Bart Nail Date

Tenant Date

Landlord Date

Tenant Date

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

Tenant Date

By: _____

Tenant Date

Printed Name: Morris LaRue Austin

Firm Name: Team Price Real Estate



RESPONSE TO REQUEST FOR ASSISTANCE ANIMAL

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To: _____ (Applicant/Tenant)

From: Bart Nail (Landlord)

Concerning the Property at 25448 Northoark Lake DR Porter TX 77365

- A. Landlord imposes the following conditions or restrictions on pets in the Property: *(Check all that apply.)*
- Landlord prohibits all pets in the Property.
 - Landlord allows only the following pets in the Property: Breed Limitations - Size Limited to >40lb Maximum of 2 pets no matter what kind of pet it is.
 - Landlord restricts the breed, size, and/or weight of pets in the Property. Describe the restriction: No Aggressive Breeds - >40lb -
 - Landlord charges a pet deposit or fee.
 - Other: See Pet Agreement Special Provisions
- B. You have requested Landlord modify or provide an exception to the above restriction(s) for the assistance animal described below.
- C. If either your disability or the disability-related need for the assistance animal is not readily apparent or known to Landlord, Landlord may request you submit reliable documentation of your disability or disability-related need for the assistance animal.
- D. Landlord will evaluate your request in accordance with fair housing laws and will respond promptly.

This form was provided by:

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

Landlord Bart Nail Date _____

By: _____ Date _____

Landlord _____ Date _____

Description of assistance animal					
<i>Applicant/Tenant: Please complete the following information, then sign and return to Landlord.</i>					
Name: _____					
Type: _____		Breed: _____			
Color: _____		Weight: _____		Age (in years): _____ Gender: _____	
Neutered/Spayed: <input type="checkbox"/> Yes <input type="checkbox"/> No		Declawed: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Rabies Shot Current: <input type="checkbox"/> Yes <input type="checkbox"/> No		Bite History: <input type="checkbox"/> Yes <input type="checkbox"/> No			

By signing below I acknowledge that I received, read, and understand this information.

Applicant/Tenant _____ Date _____