



## ADDENDUM REGARDING RENTAL FLOOD DISCLOSURE

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**ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT** \_\_\_\_\_  
5150 Hidalgo Street, 402, Houston, TX 77056

**THIS ADDENDUM IS A DISCLOSURE OF LANDLORDS' KNOWLEDGE AS OF THE DATE SIGNED BY THE LANDLORD. IT IS NOT A WARRANTY OF ANY KIND NOR A PREDICTION OF FUTURE EVENTS BY LANDLORD, LANDLORD'S AGENTS, OR ANY OTHER AGENT.**

**A. 100-YEAR FLOODPLAIN.** Landlord  is or  is not aware that the dwelling you are renting is located in a 100-year floodplain. If neither box is checked, you should assume the dwelling is in a 100-year floodplain. Even if the dwelling is not in a 100-year floodplain, the dwelling may still be susceptible to flooding. The Federal Emergency Management Agency (FEMA) maintains a flood map on its Internet website that is searchable by address, at no cost, to determine if a dwelling is located in a flood hazard area. Most tenant insurance policies do not cover damages or loss incurred in a flood. You should seek insurance coverage that would cover losses caused by a flood.

**B. DAMAGE TO A DWELLING DUE TO FLOODING DURING THE LAST FIVE-YEAR PERIOD.** Landlord  is or  is not aware that the dwelling you are renting has flooded at least once within the last five years.

*\*For purposes of this notice:*

*"100-year floodplain" means any area of land designated as a flood hazard area with a one percent or greater chance of flooding each year by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.). A landlord is not required to disclose on the notice that the landlord is aware that a dwelling is located in a 100-year floodplain if the elevation of the dwelling is raised above the 100-year floodplain flood levels in accordance with federal regulations.*

*"Flooding" means a general or temporary condition of partial or complete inundation of a dwelling caused by: (A) the overflow of inland or tidal waters; (B) the unusual and rapid accumulation of runoff or surface waters from any established water source such as a river, stream, or drainage ditch; or (C) excessive rainfall.*

The undersigned Tenant acknowledges receipt of the foregoing notice.

*Riccardo Bianchi*  
Landlord Date

dotloop verified  
03/14/23 5:36 PM CDT  
NJMI-QILO-2M15-XCMI

Tenant Date

Landlord Date

Tenant Date

Tenant Date



## Guide for Tenant and Rental Criteria

*Disclaimer concerning the Use of this Guide:* *This guide for tenant & rental criteria form is a suggested format with suggested text that Landlords may use as a guide to develop criteria. Keller Williams Realty does not represent or warrant that this model document addresses all items that should be addressed in a tenant selection criteria form or that compliance with this model document will eliminate any potential responsibility or liability by the company or its agents.*

### *From Texas Association of Realtors®- Summary of Applicable Law*

*When adopting tenant selection criteria, one should consider the following statutes:*

- (a) Section 92.3515 of the Property Code; and*
- (b) The Fair Credit Reporting Act, 15 U.S.C.A, Section 1681, Chapter 41.*

*Texas Property Code Section 92.3515 requires you to make available to a residential tenancy applicant a copy of your printed tenant selection criteria and the grounds for which a rental application may be denied. While you do not have to provide a copy of the policy every time you receive an application, you are required to have a copy of your selection criteria available in the event an applicant requests it. Failure to make a copy of the tenant selection criteria available to an applicant who is rejected could result in the landlord's forfeiture of any application fee and application deposit.*

*The Federal Fair Credit Reporting Act requires a landlord to provide certain information to an applicant who is rejected based upon information the landlord obtained from the applicant's Credit Reporting Agency (CRA) report, commonly referred to as a credit report. That information includes the agency from which the information was obtained and that agency's contact information. To comply with that requirement, you should use TXR 2212, "Adverse Action Notice and Credit Score Disclosure", or an equivalent form.*

***ALWAYS have a conversation and document in writing your clients' requirements for this particular property.***

### Tenant and Rental Criteria

This tenant and rental criteria is being provided by the Landlord only in reference to the Property located at the following address:

5150 Hidalgo St. Unit 402 \_\_\_\_\_ (Street Address)

Houston TX 77063 \_\_\_\_\_ (City,State,Zip).

This property is  or is not  in a 100 Year Floodplain.

This property has  or has not  flooded at least once within the previous five years.

**It must be signed by Landlord and Tenant before acceptance of application.**

Pursuant to Property Code Section 92.3515, these Tenant Selection Criteria are being provided to you. The following constitute grounds upon which Landlord will be basing the decision to lease the Property to you. 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.

- 1. Criminal History:** Landlord will 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.
- 2. Previous Rental History:** Landlord will verify your previous 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.
- 3. Current Income:** Landlord requires tenant must document at least 3 times the rent as their monthly income. The tenant applicant must provide at least 2 month(s) of recent paystubs. If self-employed, Landlord will require 2 months of bank statements and 2 years of tax returns.
- 4. Other Income:** Including Child Support, Social Security or other will require 2 months' worth of Bank statements showing deposits a letter from the court, Social Security or Financial Professional.
- 5. Landlord requires a clear copy and readable Driver's License for each Applicant 18 years or older.**

6. **Credit History:** Landlord will obtain a Credit Reporting Agency (CRA) report, commonly referred to as a credit report, 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.

7. **Applications must be received for all persons over 18 years or older that will occupy the property. The fee for each applicant is** 42 \_\_\_\_\_.

8. **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.

9. **Other:**

\_\_\_\_\_

### Landlord Requirements

A. Monthly Rent: Due on the  first day of the month  1750 \_\_\_\_\_.

B. Late Charges: Time at which late charges are incurred: 11:59 p.m. on the 3 \_\_\_\_\_ day after the date on which rent is due.

(1) Initial Late Charge:  (a) \$ 100 \_\_\_\_\_;  (b) \_\_\_\_\_ % of one month's rent.

(2) Additional Late Charges: \$ 10 \_\_\_\_\_ per day thereafter.

C. Animals:  not permitted  permitted with the following restrictions (*size, weight, number, type*):  
small dogs or cats not exceeding 40 pounds in weight

(1) If an animal is permitted, Landlord requires the tenant to sign an animal agreement and requires:

(a) an animal deposit of \$ 250 \_\_\_\_\_ in addition to the security deposit.

(b) the monthly rent to be increased by \$ \_\_\_\_\_.

(c) a one-time, non-refundable payment of \$ 250 \_\_\_\_\_.

(2) Animal violation charges (whether animal is permitted or not permitted): (a) an initial charge of \$ 250 \_\_\_\_\_; and (b) \$ 250 \_\_\_\_\_ per day thereafter.

D. Security Deposit: \$ 1750 \_\_\_\_\_.

E. Utilities: All utilities to be paid by Tenant except: none \_\_\_\_\_

F. Guests: Number of days guests permitted on Property: 14 \_\_\_\_\_

G. Vehicles: Number of vehicles permitted on Property: 2 \_\_\_\_\_

H. Trip Charge: \$ 65 \_\_\_\_\_

I. Keybox: Authorized during last 30 \_\_\_\_\_ days of lease; Early Withdrawal Fee \$ 1750 \_\_\_\_\_.

J. Inventory and Condition Form: To be delivered within 7 \_\_\_\_\_ days

K. Yard: To be maintained by:  Landlord;  Tenant;  a contractor chosen and paid by Tenant; or  \_\_\_\_\_ (contractor) paid by Tenant

L. Pool/Spa: To be maintained by:  Landlord;  Tenant;  a contractor chosen and paid by Tenant;  \_\_\_\_\_ (contractor) paid by Tenant; or  \_\_\_\_\_

M. Repairs: Emergency phone number for repairs: (713) 244-4302

Appliances or items that will not be repaired: \_\_\_\_\_

N. Special Provisions:

O. Assignment, Subletting and Replacement Tenant Fees:

(1) If procured by tenant:  (i) \$ \_\_\_\_\_; or  (ii) 100 \_\_\_\_\_ % of one month's rent.

(2) If procured by landlord:  (i) \$ \_\_\_\_\_; or  (ii) 100 \_\_\_\_\_ % of one month's rent.

P. Other:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Landlord also requires the following acceptance by prospective tenant prior to application:

Landlord(s) Signature and Date: *Riccardo Bianchi* dotloop verified  
03/14/23 5:36 PM CDT  
J9VY-IDZN-WXRC-QNZE \_\_\_\_\_

Tenant(s) Applicant Signature and Date: