# THE **OXFORD**

TO: All Homeowners, Realtors, and Prospective Lessees

FROM: The Oxford Council of Co-Owners

SUBJECT: Application for Residency at The Oxford

Pursuant to the articles of the Declarations and By-Laws of the Oxford Condominium, prospective Lessees, whether individuals, trusts, partnerships, corporations or other entities, are required to observe the application process.

- The attached application form must be completed and signed by the applicant(s). If the Lessee is an individual, all individuals who intend to reside in the unit must complete the application form. If the Lessee is a corporation, trust, partnership or other entity, then the application form must be completed by an officer, director or other person duly authorized to transact business on behalf of the business entity.
- 2. A two-hundred and fifty dollar (\$250.00) application fee payable to the Oxford Council of Co-Owners must accompany the application form. This is a non-refundable fee which is used for the processing of the application form and engaging the services required for credit and background reporting. This process takes typically a minimum of two weeks.
- 3. All information on the application form and background/credit history reports shall remain confidential. However, please be advised that the Oxford Council of Co-Owners and its management reserve the right to disclose any such information to the Lessor.
- 4. The term of any lease must be longer than one (1) year. No sub-leases are permitted. The size and number of pets is limited. Please submit a copy of the lease to the Oxford so that we may verify that these and any other required conditions are met.
- 5. Upon approval of the lease and lease application, prospective tenants will be provided with a copy of the Oxford Rules and Regulations and a "move-in meeting" will be scheduled with the property management and all rules and regulations will be explained and tenants will be required to acknowledge in writing that they have been advised of such rules and agree to abide by the rules and regulations at all times of residency.

Please feel free to contact the Oxford Management Office at 713-961-3402 if you have any questions.

I have read the above and understand that the application fee is non-refundable.

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# THE OXFORD COUNCIL OF CO-OWNERS LEASE APPLICATION FORM

Each applicant and co	p-applicant must si	ubmit the requested information	on.
Full Name of Applicant:			
Real Estate Broker:		Agent Name:	
Present Address:			
Rent: Own:	How long:	Type of Residence:	
Reason for leaving:			
Name, address and teleph	none number of preser	nt landlord (or mortgage lender):	
	-	Type of Residence:	
Reason for leaving:			
Full Name of Co-Applicant	t: 		
Present Address:			
Rent: Own:	_ How long:	_Type of Residence:	
Applicant Information		Co-Applicant Informat	tion
Driver's License	State	Driver's License	State
Social Security Number	Date Birth	Social Security Number	Date Birth
EMPLOYMENT:	·	EMPLOYMENT:	
Employer		Employer	
Profession		Profession	
Supervisor		Supervisor	
Address		Address	
Phone	Years	Phone	Years
Previous Employment (If le Employer	ess than 3 years)	Previous Employment (If less Employer	than 3 years)
Supervisor		Supervisor	
Phone	Years	Phone	Years

## Applicant: Personal References (Name and Address)

-				F	none.			
2.				P	hone:			
3.				P	hone:			
Co-App	licant: Personal References (Na	ame and Address	s)					
1.				P	hone:			
2.				P	hone:			
3.				P	hone:			
Occupa	nts: Please list all persons who w	vill be occupying	the premise	s, includin	g anyo	ne und	er 18 yea	rs of age.
1.	Name:		Age:	Rel	ationsh	nip:		
2.	Name:		Age:	Re	ations	nip:		
3.	Name:		Age:	Rel	ationsł	nip:		
4.	Name:		Age:	Rel	ationsh	nip:		
5.	Name:		Age:	Re	ationsł	nip:		
Will you	ons which apply to homeowners wi	Yes						
Dieeu.		Weight:	C	olor:				
VEHICL	ES:	Weight:	Co	olor:				
VEHICL		-					Age:	
VEHICL	ES:			License	#:		Age:	
VEHICL Type of Type of	ES: vehicle:		_ Year:	License	#:		Age: _ State: _ State:	
VEHICL Type of Type of	ES: vehicle: vehicle:		_ Year:	License	#: #:		Age: _ State: _ State:	
VEHICL Type of Type of OTHER: 1.	ES: vehicle: vehicle: : Please answer "Yes" or "No"		_ Year: _ Year:	License License	#: #: Applic	cant	Age: _ State: _ State: Co-Ap	plicant
VEHICL Type of Type of Type of Type of Type of There: 0THER: 1. 2.	ES: vehicle: vehicle: : Please answer "Yes" or "No" Have you ever been evicted?	payment of rent	_ Year: _ Year:	License License	#: #: Applic Yes	cant No	Age: _ State: _ State: Co-Ap Yes	oplicant
VEHICL Type of Type of Type of Type of There OTHER: 1. 2. 3.	ES: vehicle: vehicle: : Please answer "Yes" or "No" Have you ever been evicted? Have you ever been sued for non-	payment of rent a felony?	_ Year: _ Year:	License License	#: #: Applic Yes Yes	cant No No	Age: _ State: _ State: Co-Ap Yes Yes	oplicant No No
VEHICL Type of Type of OTHER: 1. 2. 3. 4.	ES: vehicle: vehicle: : Please answer "Yes" or "No" Have you ever been evicted? Have you ever been sued for non- Have you ever been convicted of a	payment of rent a felony?	_ Year: _ Year:	License License	#: #: Applic Yes Yes Yes	cant No No No	Age: _ State: _ State: Co-Ap Yes Yes Yes	oplicant No No No

If "Yes" to any of the above, please explain in an attached confidential letter.

#### **CORRECT INFORMATION:**

The undersigned represents that all of the above statements are true and correct and herby authorizes the Oxford Council of Co-Owners to verify such information and provide any such information to the Lessor. Applicant also hereby authorizes the Oxford Council of Co-Owners to request a credit or other background investigation agencies to release applicable information relative to credit or other background information to the Oxford Council of Co-Owners which information may be used in the approval or rejection of this application.

Signature:	Date:	
Signature:	Date:	
OFFICE USE ONLY:		
Information verified by:	Date:	-
APPLICATION APPROVED:	APPLICATION REJECTED:	

## WAIVER OF RIGHT OF FIRST REFUSAL AND CONSENT TO LEASE

The Board of Directors of The Oxford Council of Co-Owners (the "Council"), pursuant to the provisions of Section 3.1 of the Declaration of The Oxford Condominium (the "Declaration") recorded in Volume 117, Page 66 of the Condominium Records, Harris County, Texas, does hereby consent to the following lease and waive the right of first refusal granted the Council pursuant to the provisions of Section 9.1 of the Declaration insofar as, but only insofar as, same relates to the following transaction, to-wit:

Landlord:	_
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Tenant:
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Leased Premises: Residence Unit # \_\_\_\_\_ of the Oxford Condominium

The waiver of right of first refusal with respect to the transaction as set forth immediately above is not, and shall not be construed as, a waiver of the right of first refusal granted to the Council as to any future lease (or sale) of the Leased Premises described above.

Pursuant to the provisions of Section 9.4 of the Declaration, and in consideration of the aforesaid consent and waiver of right of first refusal by the Council, Landlord and Tenant hereby represent and warrant to the Council and Landlord, Tenant and the Council agree as follows:

- (a) Terms which are defined in the Declaration shall have the same meaning when used herein unless a different meaning is expressly indicated.
- (b) The aforesaid Residence Unit may not be sub-let or occupied by any other persons other than those named herein as "Tenant". Tenant, and all guest and invitees of Tenant, hereby agree to comply with and abide by all of the restrictions pertaining to the use of the Residence Unit and the Common Elements as set forth in the Declaration, by the By-Laws, the Rules and Regulations and the laws of the State of Texas now or hereafter established governing the use of such Residence Unit and the Common Elements. Should Tenant fail to comply with the provisions of the preceding sentence such failure shall constitute a default under the Lease and the Council shall have the right at its option, to cancel and terminate the Lease without further notice, and in such regard Landlord hereby authorizes the Council to act as Landlord's agent to take such steps as may be necessary to effect the cancellation and the termination of the Lease, and Tenant hereby recognizes and confirms the authority created hereby in the Council to exercise such right as Landlord's agent.
- (c) Landlord and Tenant shall be jointly and severally liable for compliance by Tenant, and all guests and invitees of Tenant, with the Terms and provisions of the Declaration, the By-Laws, and the Rules and Regulations and n the event of

any failure to comply therewith by Tenant, the liability of Tenant hereunder my be enforced by the Council against Landlord and Tenant, jointly and severally, without any nature of notice to, demand upon, proceeding against, or judgment against the other.

- (d) Notwithstanding the Lease, Landlord shall continue to be primarily liable to the Council for all sums due under the Declaration, including, without limitation all Common Expanse Charges and Special Assessments.
- (e) Waiver of Right of First Refusal and Consent to Lease are further contingent upon acceptance and compliance by Landlord and Tenant of the Lease Application and Approval Policies attached hereto as Attachment 1.
- (f) Landlord and Tenant hereby represent and warrant to the Council that there are no other leases, occupancy agreements or other agreements or understandings between Landlord and Tenant relating to or concerning the Residence Unit except as set forth herein or as heretofore disclosed in writing to the Council.
- Continued: Landlord and Tenant hereby represent and warrant to the Council (g) that the Tenant's use of the leased Premises shall not violate the Declaration and Rules, including, without limitation, in any manner set forth in the letter attached as Exhibit "A"; and by granting this Waiver, nothing herein shall constitute any approval or waiver by the Council for the use of the Leased Premises in any manner which violates the Declaration and Rules."

Landlord:

Tenant: \_\_\_\_\_

EXECUTED on this, the \_\_\_\_\_day of \_\_\_\_\_\_, 20\_\_\_\_\_,

# THE OXFORD COUNCIL OF CO-OWNERS

Ву: \_\_\_\_\_

Director

Director

Director

Owner		Tenant
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Email:

# **Resident Information**

Unit # Date			
(If you own more the	an one (1) unit, please list all units.)		
Unit Information			
Resident Name(s):	Home Phone:	Cell Phone:	
	Work Phone:	Email:	
Other Occupants (if applicable):	Home Phone:	Cell Phone:	

Work Phone:

Home Phone:

### **Authorized Access**

Relationship to other Occupants:

Off-Site Address (if applicable):

Can we give this person a key if you are not home:			
🗆 Yes 🛛 No			
Phone:			
Phone:			
Phone:			

# Emergency Contact(s):

Name:	Relationship:	Phone number:
Name:	Relationship:	Phone number:

## Pet(s):

Name:	Туре:	Breed:	Color:	Tag #
Name:	Туре:	Breed:	Color:	Tag #

(Attach Shot Record for all pets)

#### Vehicle Information

Vehicle (1) Make/Model	License #	Color	EZ Tag #
Vehicle (2): Make/Model	License #	Color	EZ Tag #

#### **Property Insurance Information**

Insurance Company:	Policy Number:
Insurance Agent:	Phone Number:

Please note, all homeowners are required to maintain and provide current proof of Personal Property and Personal Liability Insurance for their unit at The Oxford. If you have not provided an updated copy to the management office, please do so at your earliest convenience.



# **ELEVATOR USE AGREEMENT**

I the undersigned, a resident/owner of The Oxford agree to abide by the following Elevator Use rules and regulations:

- The hours for move-ins/move-outs, and deliveries are 8:00a.m. until 5:00p.m., Monday through Friday. The Oxford has the right to close the doors and stop move-ins/move-outs, and deliveries at any time.
- Any resident moving into or out of the building shall provide the Management with a security deposit of \$500.
- All move-ins/move-outs, and deliveries **must be scheduled in advance** with the Concierge personnel. The Oxford has the right to deny use of the elevator to anyone who is not scheduled.
- No one may move into The Oxford without first providing the manager with either a copy of closing papers or a signed lease.
- No one may reserve an elevator for moving into The Oxford without first meeting with Management.
- Resident/Owner is responsible for elevator repair costs incurred by the Oxford due to damage during move-ins/move-outs, and deliveries.

## The Oxford reserves the right to deny anyone the use of the Elevator

Resident/Owner Name:		
Unit:		
Signature	Date	

# THE **OXFORD**

# ELEVATOR RESERVATION REQUEST FORM

### Move In/Out

I, \_\_\_\_\_\_ will be moving In/Out on \_\_\_\_\_. I'm requesting to reserve the elevator from \_\_\_\_\_am/pm till \_\_\_\_\_ am/pm. I am aware that I will need to pay a \$500 deposit before or on the day of Move In/Out. The deposit is refundable if no damages occur to the property during the Move In/Out. Please be advised, the elevator can be reserved for Monday thru Friday from 8:30am to 4:30pm.

#### **Delivery**

Resident/Homeowner Name:		
Unit:		
Signature	Date	

# The Oxford Council of Co-Owners

# **Garage / Building Access Systems**

# **Policy Statement**

## EZ Tag Access Cards

## Activates:

- Allows entrance through the garage entrance gate.
- Entry Panel will read EZ Tag up to a maximum of 100 feet in proximity of the panel.

# Issuance:

- EZ Tag cards may be purchased from the management office for \$50 each and will only work in The Oxford garage.
- EZ Tag cards may also be purchased from the Harris County Toll Road Authority at EZ Tag Stores or at <u>www.eztagstore.com</u> for \$55 each.
- One card may be programmed to each residential unit per assigned parking space(s) as specified in the Condominium Documents.

# Loss Notification:

• Upon becoming aware your card has been lost or stolen, we ask that you notify the management office immediately at 713-961-3402, so that the card access number can be deactivated from the system. This will prevent others from gaining access to the garage by utilizing your EZ Tag card.

# Key Chain Fob

# Activates:

- Level A and Level B elevator buttons.
- Unlocks the double glass doors in the lobby.
- Unlocks the back door from the patio area.

# Issuance:

- May be requisitioned for each residential unit per assigned parking space(s) as specified in the Condominium Documents and for each additional occupant listed on your information sheet in the management office.
- Extra key chain fobs will only be available for residents and additional occupants of record.
- Cost per key chain fob replacement \$10.00 each.

# Loss Notification:

• Upon becoming aware your card has been lost or stolen, we ask that you notify the management office immediately at 713-961-3402, so that the card access number can be deactivated from the system. That will prevent others from gaining access to the building by utilizing your key chain fob.



# PERMISSION FOR THE OXFORD TO ACCEPT AND SIGN FOR PACKAGES

UNIT #: \_\_\_\_\_

□ Resident

I authorize The Oxford concierge personnel to accept and sign for any and all packages delivered for me to the Oxford.

The Oxford Council of Co-Owners and/or their employees or agents, shall not be liable or responsible for and shall be saved from and held harmless from and against any and all claims and damages of every kind, including but not limited to claims of third parties, and for damages to or loss of property, arising out of or attributed to the operations or performance of the Oxford Council of Co-Owners and/or their employees or agents, under this **special permission to accept and sign for packages**.

# **RESIDENT/HOMEOWNER:**

Signature

**Printed Name** 



# WAIVER OF LIABILITY FOR GYM USE

I hereby understand and acknowledge that training in the Oxford Condominium Gym may expose me to many inherent risks including injury and illness. I assume all risk of injuries associated with participation including, but not limited to falls or injuries associated with use of any and all equipment and all other risks known and appreciated by me.

I hereby acknowledge my responsibility in communicating to management any equipment which appears to be non-working or damaged.

After having read this waiver and knowing these facts, I agree, for myself and anyone entitled to act on my behalf to **Hold Harmless, Waive And Release** The Oxford Council of Co-Owners, it's agents, officers, employees, representatives, and successors from any responsibility, liabilities, demands or claims of any kind arising out of my participation or use of the Gym.

By my signature I indicate that I have read and understand this Waiver of Liability. I am aware that this is a waiter and a release of liability and I voluntarily agree to its terms.

Emergency Contact Information:		
Name:	Phone:	
Resident/Homeowner Name:		
Unit:		
Signature	Date	



# PET APPLICATION

Applicant(s) Name: \_\_\_\_\_

Unit #: \_\_\_\_

The pet owner agrees to the following rules and regulations concerning their pet(s):

- Only generally recognized domestic household pet (dogs, cats, birds, and fish) may be kept or housed in a residence unit, provided the Owner/Resident shall have obtained prior approval of building management.
- Pets are not allowed in/on the following common areas: the pool and grill area, fitness center, study, community room, meeting rooms and Oxford carts.
- Except within a residents unit, pets must be carried or on a short leash and attended by a responsible person.
- Pet owners shall indemnify and hold all residents and the Oxford harmless against any loss or liability of any kind arising of any kind from or as a result of having such pet.
- Pet owners shall be responsible for the expense of cleaning or repair of any damage to any portion of the building including common areas incurred by such resident's pet.
- Pets are not permitted to relieve themselves on the Oxford property except for the designated area in front of the Oxford.
- Pets are not permitted to disturb other residents for any reason. If such disturbance is not discontinued or corrected, the Oxford has the right to revoke permission to keep the pet in the building. Once notice is served the pet owner has forty-eight (48) hours to remove such pet.
- Pets must receive all inoculations required by law. Verification shall be provided to the Oxford.
- No residence shall have more than two (2) pets. Pets over thirty (30) pounds, excluding assistive animals, shall not be permitted to reside in the building.
- Reasonable accommodations shall be made for assistive animals that are required by a resident.
- At the time of application, the pet owner shall pay the Oxford a non-refundable registration fee of \$150.00 per dog/cat, excluding assistive animals.

Pet Description:

Type or Breed	Name		Color	Weight	
Type or Breed	Name		Color	Weight	
Resident Signature		Date	Manager's Signature		Date