TEXAS APARTMENT ASSOCIATION
M E M B E R

Rental Application for Residents and Occupants

Each co-resident and each occupant over 18 must submit a separate Application.

Date when filled out: _____

ABOUT YOU

Full name (exactly as it appears on driver license or govt. ID card)

_____

Former name (if applicable) _____

Gender _____ Birthdate _____ Social Security # _____

Driver license # _____ State _____

Government ID # _____ State *(if applicable)* _____

Home phone _____ Cell phone _____

Work phone _____ Email address _____

Marital status ❒ single ❒ married U.S. citizen? ❒ yes ❒ no Do you or does any occupant smoke? ❒ yes ❒ no

I am applying for the apartment located at _____

Is there another co-applicant? ❒ yes ❒ no

Co-applicant name _____ Email _____

Co-applicant name _____ Email _____

Co-applicant name _____ Email _____

Co-applicant name _____ Email _____

OTHER OCCUPANTS

Full name _____ Relationship _____

Birthdate _____ Social Security # _____

Driver license # _____ State _____

Government ID # _____ State *(if applicable)* _____

Full name _____ Relationship _____

Birthdate _____ Social Security # _____

Driver license # _____ State _____

Government ID # _____ State *(if applicable)* _____

Full name _____ Relationship _____

Birthdate _____ Social Security # _____

Driver license # _____ State _____

Government ID # _____ State *(if applicable)* _____

Full name _____ Relationship _____

Birthdate _____ Social Security # _____

Driver license # _____ State _____

Government ID # _____ State *(if applicable)* _____

WHERE YOU LIVE

Current home address (where you live now) _____

City _____ State _____ Zip _____

Do you ❒ rent or ❒ own? Beginning date of residency: _____ Monthly payment $_____

Apartment name _____

Name of owner or manager _____

Phone _____ Reason for leaving _____

Previous home address (most recent) _____

City _____ State _____ Zip _____

Do you ❒ rent or ❒ own? Dates: From _____ To _____ Monthly payment $_____

Apartment name _____

Name of owner or manager _____

Phone _____ Reason for leaving _____

YOUR WORK

Current employer _____

Address _____

City _____ State _____ Zip _____

Work phone _____ Beginning date of employment _____

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YOUR WORK, continued

Gross monthly income $_____ Position _____

Supervisor _____ Phone _____

Previous employer (most recent) _____

Address _____

City _____ State _____ Zip _____

Work phone _____ Dates: From _____ To _____

Gross monthly income $_____ Position _____

Supervisor _____ Phone _____

ADDITIONAL INCOME

(Income must be verified to be considered.)

Type _____ Source _____ Gross monthly amount $_____

Type _____ Source _____ Gross monthly amount $_____

CREDIT HISTORY

If applicable, please explain any past credit problem: _____

_____

_____

RENTAL AND CRIMINAL HISTORY

Check only if applicable.

Have you or any occupant listed in this Application ever:

❒ been evicted or asked to move out?
❒ moved out of a dwelling before the end of the lease term without the owner's consent?
❒ declared bankruptcy?
❒ been sued for rent?
❒ been sued for property damage?
❒ been convicted or received probation (other than deferred adjudication) for a felony or sex crime?

Please indicate below the year, location, and type of each felony or sex crime for which you were convicted or received probation. We may need to discuss more facts before making a decision. You represent the answer is "no" to any item not checked above.

_____

_____

HOW DID YOU FIND US?

❒ Online search (website address) _____

❒ Referral from a person or locator? Name _____

❒ Social media (please be specific) _____

❒ Other _____

EMERGENCY CONTACT

Emergency contact person over 18 who will not be living with you:

Name _____ Relationship _____

Address _____

City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____

Work Phone _____ Email Address _____

If you die or are seriously ill, missing, or incarcerated according to an affidavit of (*check one or more*) ☐ the above person, ☐ your spouse, or ☐ your parent or child, we may allow such person(s) to enter your dwelling to remove all contents, as well as your property in the mail-box, storerooms, and common areas. If no box is checked, any of the above are authorized at our option. If you are seriously ill or injured, you authorize us to call EMS or send for an ambulance at your expense. We're not legally obligated to do so.

YOUR VEHICLES

(If applicable)

List all vehicles owned or operated by you or any occupants (including cars, trucks, motorcycles, trailers, etc.)

Make _____ Model _____ Color _____

Year _____ License # _____ State _____

Make _____ Model _____ Color _____

Year _____ License # _____ State _____

Make _____ Model _____ Color _____

Year _____ License # _____ State _____

Make _____ Model _____ Color _____

Year _____ License # _____ State _____

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YOUR ANIMALS ***(if applicable)***

You may not have any animal in your unit without management's prior authorization in writing. If we allow your requested animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges.

Kind _____ Weight _____

Breed _____ Age _____

Kind _____ Weight _____

Breed _____ Age _____

Application Agreement

The following Application Agreement will be signed by you and all co-applicants prior to signing a Lease. While some of the information below may not yet apply to your situation, there are some provisions that may become applicable prior to signing a Lease. In order to continue with this Application, you'll need to review the Application Agreement carefully and acknowledge that you accept the terms.

1. **Apartment Lease information.** The Lease contemplated by the parties will be the current TAA Lease. Special information and conditions must be explicitly noted on the Lease.
2. **Approval when Lease is signed in advance.** If you and all co-applicants have already signed the Lease when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of our approval, sign the Lease, and then credit the application deposit of all applicants toward the required security deposit.
3. **Approval when Lease isn't yet signed.** If you and all co-applicants have not signed the Lease when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of the approval, sign the Lease when you and all co-applicants have signed, and then credit the application deposit of all applicants toward the required security deposit.
4. **If you fail to sign Lease after approval.** Unless we authorize otherwise in writing, you and all co-applicants must sign the Lease within 3 days after we give you our approval in person or by telephone or within 5 days after we mail you our approval. If you or any co-applicant fails to sign as required **your Application will be deemed withdrawn**, and we may keep the application deposit as liquidated damages, and terminate all further obligations under this Agreement.
5. **If you withdraw before approval.** If you or any co-applicant withdraws an Application or notifies us that you've changed your mind about renting the dwelling unit, we'll be entitled to retain all application deposits as liquidated damages, and the parties will then have no further obligation to each other.
6. **Approval/non-approval.** If we do not approve your Application within 7 days after the date we received a completed Application, your Application will be considered "disapproved." Notification may be in person or by mail or telephone unless you have requested that notification be by mail. You must not assume approval until you receive actual notice of approval. The 7-day time period may be changed only by separate written agreement.
7. **Refund after non-approval.** If you or any co-applicant is disapproved or deemed disapproved under Paragraph 6, we'll refund all application deposits within 30 days of such disapproval. Refund checks may be made payable to all co-applicants and mailed to one applicant.
8. **Extension of deadlines.** If the deadline for approving or refunding under paragraphs 6 or 7 falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next business day.
9. **Keys or access devices.** We'll furnish keys and/or access devices only after: (1) all parties have signed the Lease and other rental documents referred to in the Lease; and (2) all applicable rents and security deposits have been paid in full.
10. **Application submission.** Submission of an Application does not guarantee approval or acceptance. It does not bind us to accept the applicant or to sign a Lease. Images on our website may represent a sample of a unit and may not reflect specific details of any unit. For information not found on our website regarding unit availability, unit characteristics, pricing or other questions, please call or visit our office.
11. **Notice to or from co-applicants.** Any notice we give you or your co-applicant is considered notice to all co-applicants; and any notice from you or your co-applicants is considered notice from all co-applicants.

Disclosures

1. **Application fee (non-refundable).** You agree to pay to our representative the non-refundable application fee in the amount indicated in paragraph 3. Payment of the application fee does not guarantee that your Application will be accepted. The application fee offsets the cost of screening an applicant for acceptance.
2. **Application deposit (may or may not be refundable).** In addition to any application fees, you agree to pay to our representative an application deposit in the amount indicated in paragraph 3. The application deposit is not a security deposit. The application deposit will be credited toward the required security deposit when the Lease has been signed by all parties; OR, it will be refunded under paragraph 7 if the applicant is not approved; OR it will be retained by us as liquidated damages if you fail to sign or withdraw under paragraphs 4 and 5 of the Application Agreement.
3. **Fees due.** Your Application will not be processed until we receive your completed Application (and the completed Application of all co-applicants, if applicable) and the following fees:

   A. Application fee (non-refundable): $ 40.00
   B. Application deposit (may or may not be refundable) $_____

4. **Completed Application.** Your Application will not be considered "complete" and will not be processed until we receive the following documentation and fees:

   A. Your completed Application;
   B. Completed Applications for each co-applicant (if applicable);
   C. Application fees for all applicants;
   D. Application deposit.

Authorization and Acknowledgment

I authorize LaPaloma / WIRTCO

_____

(name of owner/agent) to obtain reports from any consumer or criminal record reporting agencies before, during, and after residency on matters relating to a lease by the above owner to me and to verify, by all available means, the information in this Application, including criminal background information, income history and other information reported by employer(s) to any state employment security agency. Work history information may be used only for this Application. Authority to obtain work history information expires 365 days from the date of this Application.

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Payment Authorization

I authorize LaPaloma / WIRTCO

(name of owner/agent) to collect payment of the application fee and application deposit in the amounts specified under paragraph 3 of the Disclosures.

Non-sufficient funds and dishonored payments. If a check from an applicant is returned to us by a bank or other entity for any reason, if any credit card or debit card payment from applicant to us is rejected, or if we are unable, through no fault of our own or our bank, to successfully process any ACH debit, credit card, or debit card transaction, then:

1. Applicant shall pay a charge of $ 35.00 for each returned payment; and
2. We reserve the right to refer the matter for criminal prosecution.

Acknowledgment

You declare that all your statements in this Application are true and complete. **Applicant's submission of this Application, including payment of any fees and deposits, is being done only after applicant has fully investigated, to its satisfaction, those facts which applicant deems material and necessary to the decision to apply for a rental unit.** You authorize us to verify your information through any means, including consumer-reporting agencies and other rental-housing owners. **You acknowledge that you had an opportunity to review our rental-selection criteria, which include reasons your Application may be denied, such as criminal history, credit history, current income and rental history. You understand that if you do not meet our rental-selection criteria or if you fail to answer any question or give false information, we may reject the Application, retain all application fees as liquidated damages for our time and expense, and terminate your right of occupancy.** Giving false information is a serious criminal offense. In lawsuits relating to the Application or Lease, the prevailing party may recover from the non-prevailing party all attorney's fees and litigation costs. We may at any time furnish information to consumer-reporting agencies and other rental-housing owners regarding your performance of your legal obligations, including both favorable and unfavorable information about your compliance with the Lease, the rules, and financial obligations. Fax or electronic signatures are legally binding. You acknowledge that our privacy policy is available to you.

Right to review the Lease. Before you submit an Application or pay any fees or deposits, you have the right to review the Application and Lease, as well as any community rules or policies we have. You may also consult an attorney. These documents are binding legal documents when signed. We will not take a particular dwelling off the market until we receive a completed Application and any other required information or monies to rent that dwelling. Additional provisions or changes may be made in the Lease if agreed to in writing by all parties. You are entitled to a copy of the Lease after it is fully signed.

Images on our website may represent a sample of a unit and may not reflect specific details of any unit. For information not found on our website regarding availability, unit characteristics or other questions, please call or visit our office.

This Application and the Lease are binding documents when signed. Before submitting an Application or signing a Lease, you may take a copy of these documents to review and/or consult an attorney. Additional provisions or changes may be made in the Lease if agreed to in writing by all parties.

Applicant's signature

Date

FOR OFFICE USE ONLY

1. Apt. name or dwelling address (*street, city*): _____ Unit # or type: _____
2. Person accepting application: _____ Phone: _____
3. Person processing application: _____ Phone: _____
4. Date that the applicant or co-applicant was notified ☐ by telephone, ☐ by letter, ☐ by email, or ☐ in person of ☐ acceptance or ☐nonacceptance: _____
   (*Deadline for applicant and all co-applicants to sign lease is three days after notification of acceptance in person or by telephone, five days if by mail.*)
5. Name of person or persons notified (*if there are more than one applicant, at least one of them must be notified*): _____
6. Name of owner's representative who notified the applicant: _____

Additional comments: _____

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