

Application Agreement

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

Authorization

I affirm that the information contained in this rental application to lease to be true and correct. I agree that Wakefield, REALTORS may terminate any agreement entered into (including the Lease) in reliance on any misstatement made in this application. I agree and affirm that Wakefield, REALTORS may question and seek information from all persons and/or firms named by us in this application and contract to lease, and further authorize Wakefield, REALTORS to acquire my credit reports and criminal background check from any authorized credit agency. I agree that acceptance of this application is conditional upon a credit check and other verifications that are satisfactory to Wakefield, REALTORS.

Failure to Perform

I agree to enter into a Lease for the rental unit upon the terms outlined above. I agree that I have viewed the rental unit being applied for and that I am accepting it in "as is" condition, unless otherwise noted. If I refuse to enter into the manager's Lease (within 48 hours of notification of approval), and/or if occupancy is not taken by me (on or before the occupancy date indicated), then Wakefield, REALTORS may rent or lease the property to another party and all deposits and application fees paid herewith shall be forfeited by the prospective resident(s) and retained by Wakefield, REALTORS as liquidated damages.

Application Processing and Time Frame

- If you fully complete the application, and provide us with accurate contact information for your current and/or previous landlords, we can usually process your application within two (2) business days. You will be contacted immediately upon determination of approval or denial. All adult applicants over the age of 17 must submit a fully completed, dated, and signed rental application and application fee.
- Incomplete applications or applications submitted with obvious conflicts with HOA/Condo rules will not be processed.
- No rental property will be held vacant for more than two (2) weeks, unless approved by Wakefield, REALTORS.

Cost

If you decide to apply to rent one of our properties, there is a non-refundable application fee of \$65 per applicant that must be submitted with your application. We require a completed application for each occupant who is 18 years of age and older, including spouses and adult children. There is a processing fee of \$65 per applicant, which is **non-refundable**. When submitting your application, you must include the \$65 fee, which can be paid online through our application system OR in our office via cash, money order, or cashier's check. We waive the \$65 application fee for active duty military.

Application Process

- Upon receipt of your rental application and application fee, you can expect and hereby authorize that we will 1) check your credit report, 2) check the public records for any past evictions, 3) verify your employment, 4) verify your previous landlord references, and 5) do a criminal background check. If you have bad credit, bad references, have ever been evicted in the past, or have a criminal record, you will either be declined or may be required to post an additional security deposit as a part of your approval. In addition, Co-signers/Guarantors may be considered on a case-by-case basis.
- Once you have been notified of your approval, you must pay (at a minimum) the applicable security deposit (by cashier's check or money order) within 48 hours of your approval notification. Once approved and payment of the security deposit is paid, your security deposit is non-refundable. In the event that you fail to enter into the Lease agreement or refuse to take possession of the property on or before your applied for beginning rental date, you shall forfeit these funds as liquidated damages. Due to the high demand for rental homes, we will not hold the property you applied for off the rental market for more than 48 hours unless you provide the required security deposit. If you do not comply with this requirement, we may rent the home you applied for to someone else.

- All applicants must see the interior of the property before an application can be submitted. The property must be accepted in "AS IS" condition before an application can be accepted, except where there is written agreement for maintenance or repair items. Any such maintenance or repair request (if any) must be written and included with your application under "Other Items Requested", in the contract to lease portion of your application. If your maintenance and repair request are acceptable to the property owner, then that agreement will be written in the Lease or Lease addendum. Verbal representations are non-binding. In the event that the manager shall receive two (2) or more unrelated applications for the same property, the applicant understands the manager may select the applicant desiring the property in "AS IS" condition, over another applicants who is requesting maintenance or repairs.
- Security and Pet deposits must be paid by cash, cashiers check, or money order payable to "Wakefield, REALTORS", and first month's rent must be paid by cash, cashiers check, money order, or personal check payable to "Wakefield, REALTORS".
- Wakefield, REALTORS uses a national tenant screening software, Yardi, and the information contained on your Residential Lease Application will be maintained in the secure Yardi database indefinitely.

Resident Qualifying Criteria

To qualify for the advertised security deposit amount you must meet the following criteria. If your credit, residence history, or income does not qualify, you may be conditionally approved at a higher security deposit amount.

- Married applicants must have a combined gross income of at least three (3) times the monthly rent. All other applicants
 must have a combined gross income of at least three (3) times the monthly rent and each occupant will be a guarantor on
 the Lease. Incomes must be verified in writing, applicant may provide recent pay stubs. Two years residential history is
 preferred. Rental history must be rated satisfactory or better, with no record of evictions. We reserve the right to require a
 co-signer/guarantor and/or a higher security deposit. Co-signers are accepted at the manager's discretion only and must
 meet all requirements.
- Credit history and/or Civil Court Records must not contain landlord judgments, eviction filings, landlord collections, or liens. We will not provide you with the credit report or tell you of its contents; however, we will provide you with the name of the credit reporting agency so you may receive a copy from the credit bureau. All information collected for the approval or denial of this application is considered confidential in nature and for company use only.
- Self employed applicants may be required to produce upon request two (2) years of signed tax returns or IRS 1099 forms. Non-employed applicants must provide proof of income.
- If you have been convicted of a felony within the past five (5) years, this may be cause for rejection. Applicant must not have a felony record that was adjudicated guilty or had adjudication withheld for the past five (5) years, HOWEVER A FELONY or any conviction of any length of time for any drug related, sexual related, murder related or arson or violence related crime will be grounds for denial.
- Valid current photo ID documentation (driver's license, military ID, or State ID) is required.
- Previous rental history reports from previous landlords must reflect timely payment, sufficient notice of intent to vacate, no complaints regarding noise, disturbances or illegal activities, no NSF checks, and no damage to rental property or failure to leave the property clean and without damage when you left the property.
- Current occupancy standards are a maximum of three (3) per bedroom, two (2) adults and one (1) child who is in a crib, or three (3) children.
- No pets (with the exception of legally defined emotional support or service animals) of any kind are permitted without the specific written permission of Wakefield, REALTORS and an additional pet deposit of \$400.00 per pet. Some properties may require higher deposits. If a higher deposit amount is required, you will be notified at the time of the application. The following pets are subject to approval, and if approved, will be accepted only with an additional \$200 deposit: Doberman Pinscher; Great Dane; Mastiff; Rottweiler; Akita; Bullmastiff, or any variation thereof (Neapolitan Mastiff, etc.); Chow Chow; German Shepard, or any variation thereof (Belgian Shepherd, etc.); Pitbull (Staffordshire Terriers); American Bullies; Presa Canario; Huskies; Wolf Dogs; Saint Bernard; Malamutes; Cane Corso; Newfoundland; Great Pyrenees; Canis Panther; Poi Dogs; Tosa Inu; any dog that contains a mixture of one or more of the above breeds. Dogs, regardless of breed, that have been involved in a biting incident will not be accepted under any circumstances. We will require a photo of you with your dog before you can sign the Residential Lease Agreement.
- Any exceptions to these criteria will need to be submitted in writing to Wakefield, REALTORS for consideration. If
 approval is then given for such exceptions, additional security deposit, co-signers and/or additional "higher" rent may be
 required.
- We do not discriminate on the basis or race, color, creed, religion, sex, national origin, disability, or familial status.

Multiple Applications

- In such an instance that we receive multiple applications for a single property, we will process all applications for consideration as to what we (in our sole discretion) deem the best applicant, which may not necessarily be the first application received.
- If your application is received subsequent to the first application we have already received, you can expect that we will make every effort to inform you in advance of this situation so you may decide if you want us to process your application(s). If you decide to proceed, we will process all applications for consideration as to what we (in our sole discretion) deem the best applicant, which may not necessarily be the application you submitted for consideration.
- In such cases, more than one applicant may be approvable, however only one will eventually be approved.
- In order to evaluate the various applications, it is necessary for Wakefield, REALTORS to expend time and cost in credit reports, criminal reports, and other administrative costs. Hence, all application fees are non-refundable.
- If your application is approvable, but is not deemed to be the best application for the property for which you are applying, you may consider applying for other available properties that we may have, without payment of additional application fees.

Leasing Agents

- Wakefield, REALTORS provides leasing agents to grant you access to preview our properties, to distribute rental
 information, applications, and application disclosures, and to facilitate the rental process. The leasing agent is not
 authorized to negotiate on behalf of Wakefield, REALTORS and as such, their verbal representations are non-binding.
 Once your application is submitted to Wakefield, REALTORS, the approval, denial, and negotiation process (if any) will be
 handled only by the property manager in charge of the property for which you are applying.
- Any licensed agent is authorized to show our rental properties, and in so doing, the showing agent will be paid a leasing
 fee if you decide to rent the property. However, if a Wakefield, REALTORS leasing agent is the responsible party for
 showing you the property, and you decide to lease the property, no other licensed agent will be paid a leasing fee for the
 transaction.

Non Disparagement/Representations

Owner, Tenant, Applicant, and Property Manager mutually agree, that as additional consideration, specifically the mutuality of this clause, each is prohibited from making disparaging remarks, statements or publications regarding the other to any third party effective the date of this agreement. Wakefield, REALTORS does report tenant performance as applicable to credit agencies, collection agencies, and the National Tenant Network, which is exempt from this provision.

- This provision includes internet, web-based, cloud based, social media, and "review" type publication sites.
- This provision relates to remarks, statements, publications, opinions, evaluations or any other thought process reduced to writing regarding 1) this agreement, 2) any parties' performance under this agreement, 3) the Lease agreement to which this provision is an addendum to, and 4) any duty or obligation or action of or by the property manager that relates to or touches upon the management of this property.
- If any dispute arises regarding whether any remark, statement, or publication is disparaging, the parties agree that for purposes of this provision, any remark, statement, or publication shall be irrefutably deemed disparaging if the other party requests, in writing, that the writing/publishing party remove the remark and/or publication.
- If the remark, statement, or publication is not removed within 72 hours of said requests, Owner, Tenant, Applicant, and Property Manager mutually agree that damages for failure to comply with this provision shall be liquidated at three hundred dollars (\$300) per day for each remark, statement, or publication that is disparaging and is not removed within 72 hours of request.
- Owner, Tenant, Applicant, and Property Manager further agree that enforcement of this provision is appropriate through a
 temporary restraining order and/or injunctions and permanent injunctions, notwithstanding any rights under the First
 Amendment to the United States and/or Texas Constitutions or other codified statute, regulation, or code and that any
 party who prevails on enforcement of this provision, whether for monetary damages or injunctive relief, is entitled to
 recover attorney fees against the other.
- The parties to this agreement agree that this provision shall survive the termination, expiration, or cancellation of the Lease and this agreement is enforceable at any time should any party publish a remark, statement, publication, or other writing which is subject to this provision.

Other

- If you apply subject to our accepting a lower rent or other move in concessions, your application fee will be non-refundable if your offer isn't accepted.
- If you withdraw before approval because you have changed your mind about renting the dwelling unit or for any other reason, we'll be entitled to retain all application fees and paid deposits as liquidated damages, and the parties will then have no further obligation to each other.
- Keys or Access Devices. We'll furnish keys and/or access devices only after: (1) all parties have signed the contemplated Lease contract and other rental documents referred to in the Lease contract; and (2) all applicable rents and security deposits have been paid in full.

Rental Process and Application Procedure I do hereby acknowledge this Application Agreement and I understand and agree to the terms of application and rental process. I have read and agreed to all pages of this application package and have submitted them with this application for consideration by Wakefield, REALTORS.
This "Rental Process and Application Disclosure" is hereby made an integral part of my/our rental application. I do hereby acknowledge that I understand and agree to the terms of application and rental process as described herein. I further acknowledge that I have seen and previewed the rental property (both inside and outside) for which we are applying.
Signature. Applicant's signature designates his/her understanding and acceptance of this Application Agreement and the terms herein. It does not bind Applicant to sign the proposed Lease contract, nor does it bind Wakefield, REALTORS to accept applicant.

Applicant Signature

Date

Applicant Name



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Each occupant and co-applicant 18 years or older must submit a separate application.

		<u> </u>	
Property Address:			
Property Address: Anticipated: Move-in Date:	Monthly Rent: \$	Security Deposit:	\$
Property Condition: Applicant is strongly en application. Landlord makes no express or in requests Landlord consider the following repa lease:	couraged to view the Prop nplied warranties as to the P irs or treatments should App	perty prior to submitti Property's condition. Ap	i ng any oplicant
Applicant was referred to Landlord by: ☐ Real estate agent ☐ Newspaper ☐ Sign ☐ Internet ☐ O	ther	(name)	(phone)
Applicant's name (first, middle, last) Is there a co-applicant? yes no Applicant's former last name (maiden of the color product) E-mail Work Phone Soc. Sec. No.	If ves co-applicant must subn	nit a senarate annlication	,
E-mail	Home Phone		
Work Phone	Mobile/Pager		
Soc. Sec. No Dr	iver License No	in	(state)
Date of Birth Height _	Weight	Eye Color	
Hair Color Marital Status	Citiz	enship	(country)
Emergency Contact: (Do not insert the name of Name:	of an occupant or co-applica	,	
Name all other persons who will occupy the P			
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Name:		nship:	
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Name:	Relatio	nship:	Age:
Applicant's Current Address:			0
Londord or Dronorty Monorce's None			(city, state, zip)
Landlord or Property Manager's Name:	A di-	_Email:	
Priorie. Day:	Min:	<i>Fax:</i>	
Reason for move:	wove-Out Date	keiii \$	
Reason for move.			
Applicant's Previous Address:			
Previous Landlord or Property Manager's		Email:	(city, state, zip)
Phone: Day:Nt:		LIIIdII <i>E</i> av·	
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Resid	ential Lease i	Application conc	erning						
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Appli	cant's Cur	rent Employei	f:						
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Type (& Breed						Neutered?		
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Yes	<u>No</u>						·	•	•
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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 \$ to (entity or individual) for processing and reviewing this application and (check only one box if applicable):
(1) \$ to be applied to the security deposit upon execution of a lease or returned to Applicant if a lease is not executed.
(2) an Application Deposit of \$ that is refundable to the Applicant if the Applicant is rejected as tenant.
 Acknowledgement & Representation: 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. 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. 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:

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request.



Texas Association of Realtors* AUTHORIZATION TO RELEASE INFORMATION RELATED TO A RESIDENTIAL LEASE APPLICANT

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l.	(Applicant),	have submitted an application			
to leas	e a property located at				
		_ (address, city, state, zip).			
The la	ndlord, broker, or landlord's representative is:				
		(name)			
		(city, state, zip)			
	(phone)	_ (fax)			
		(e-mail)			
I give r	my permission:				
(1)	to my current and former employers to release any information about income history to the above-named person;	my employment history and			
(2)	to my current and former landlords to release any information about m named person;	y rental history to the above-			
(3)	(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)	(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 (cre reporting agency and to obtain background information about me.	dit report) from any consumer			
Applica	ant's Signature Date				

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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

Authorization for the Social Security Administration (SSA) To Release Social Security Number (SSN) Verification

Printed Name:		Date of Birth:	Social Security Number:
I want this information released	because I am conducting	the following business	s transaction:
Application for a renta	al home through Wal	kefield, Realtors	
Reason(s) for using CBSV: (Plea	ase select all that apply)		
☐ Mortgage Service☑ Background Check☑ Credit Check	☐ Banking Service☐ License Requireme☐ Other	ent	
With the following company ("the	Company"):		
Company name and address Wakefield, REALTOR 19210 Huebner Road		D 0- 0	
applicable, for the purpose I ide I am the individual to whom th guardian of a legally incompete	entified. e Social Security numbe ent adult. I declare and af edge that if I make any	er was issued or the peralty representation that I	o the Company and/or the Company's Agent, if parent or legal guardian of a minor, or the legal of perjury that the information contained herein know is false to obtain information from Social 5,000.
This consent is valid only named above.	for 90 days from the	date signed, unles	ss indicated otherwise by the individual
Signature			Date Signed
Contact information of ind	lividual signing autho	orization:	
Address			Phone ()
City, State, Zip			

Privacy Act Statement

SSA is authorized to collect the information on this form under Sections 205 and 1106 of the Social Security Act and the Privacy Act of 1974 (5 U.S.C. § 552a). We need this information to provide the verification of your name and SSN to the Company and/or the Company's Agent named on this form. Giving us this information is voluntary. However, we cannot honor your request to release this information without your consent. SSA may also use the information we collect on this form for such purposes authorized by law, including to ensure the Company and/or Company's Agent's appropriate use of the SSN verification service.

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget control number. We estimate that it will take about 3 minutes to complete the form. You may send comments on our time estimate above to: SSA, 6401 Security Blvd., Baltimore, MD 21235-6401. Send to this address only comments relating to our time estimate, not the completed form.

NOTICE TO NUMBER HOLDER

The Company and/or its Agent have entered into an agreement with SSA that, among other things, includes restrictions on the further use and disclosure of SSA's verification of your SSN. To view a copy of the entire model agreement, visit http://www.ssa.gov/cbsv/docs/SampleUserAgreement.pdf



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:
 - 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.

Wakefield, REALTORS, Inc. Licensed Broker /Broker Firm Name or Primary Assumed Business Name	175441 License No.	alan@wakefieldrealtors.com Email	(210) 490-7039 Phone
Ron Wakefield Designated Broker of Firm	175441 License No.	ron@megamerica.com Email	(210) 494-7293 Phone
Alan R. Cooper, President Licensed Supervisor of Sales Agent/ Associate	361764 License No.	alan@wakefieldrealtors.com Email	(210) 490-7039 Phone
Christy Godines Sales Agent/Associate's Name	652506 License No.	christy@wakefieldrealtors.com Email	(210) 251-0844 Phone
Buver/Ten	ant/Seller/Land	llord Initials Date	

is a violation of federal copyright law under Title 17 U.S.C. §101.