



## 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 to three (2-3) 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, cashier's check, or money order payable to "Wakefield, REALTORS", and first month's rent must be paid by cash, cashier's 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 ten (10) 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 in the order in which they are received.
- We will approve the first *qualified* applicant.
- 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).
- 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.

## 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 Name

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

