



# TEXAS ASSOCIATION OF REALTORS® RESIDENTIAL LEASE APPLICATION

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

Property Address: \_\_\_\_\_

Anticipated: Move-in Date: \_\_\_\_\_ Monthly Rent: \$ \_\_\_\_\_ Security Deposit: \$ \_\_\_\_\_

Applicant was referred to Landlord by:

Real estate agent \_\_\_\_\_ (name) \_\_\_\_\_ (phone)

Newspaper  Sign  Internet  Other \_\_\_\_\_

Applicant's name (first, middle, last) \_\_\_\_\_

Is there a co-applicant?  yes  no **If yes, co-applicant must submit a separate application.**

Applicant's former last name (maiden or married) \_\_\_\_\_

E-mail \_\_\_\_\_ Home Phone \_\_\_\_\_

Work Phone \_\_\_\_\_ Mobile/Pager \_\_\_\_\_

Soc. Sec. No. \_\_\_\_\_ Driver License No. \_\_\_\_\_ in \_\_\_\_\_ (state)

Date of Birth \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ Eye Color \_\_\_\_\_

Hair Color \_\_\_\_\_ Marital Status \_\_\_\_\_ Citizenship \_\_\_\_\_ (country)

Emergency Contact: Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Name all other persons who will occupy the Property:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Age: \_\_\_\_\_

Applicant's Current Address: \_\_\_\_\_ Apt. No. \_\_\_\_\_

\_\_\_\_\_ (city, state, zip)

Landlord's Name: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: Day: \_\_\_\_\_ Nt: \_\_\_\_\_ Mb: \_\_\_\_\_ Fax: \_\_\_\_\_

Date Moved-In \_\_\_\_\_ Move-Out Date \_\_\_\_\_ Rent \$ \_\_\_\_\_

Reason for move: \_\_\_\_\_

Applicant's Previous Address: \_\_\_\_\_ Apt. No. \_\_\_\_\_

\_\_\_\_\_ (city, state, zip)

Previous Landlord's Name: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: Day: \_\_\_\_\_ Nt: \_\_\_\_\_ Mb: \_\_\_\_\_ Fax: \_\_\_\_\_

Date Moved-In \_\_\_\_\_ Date Moved-Out \_\_\_\_\_ Rent \$ \_\_\_\_\_

Reason for move: \_\_\_\_\_

Applicant's Current Employer: \_\_\_\_\_

Address: \_\_\_\_\_ (street, city, state, zip)

Supervisor's Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Start Date: \_\_\_\_\_ Gross Monthly Income: \$ \_\_\_\_\_ Position: \_\_\_\_\_

**Note: If Applicant is self-employed, Landlord may require one or more previous year's tax return attested by a CPA, attorney, or other tax professional.**

Residential Lease Application concerning \_\_\_\_\_

Applicant's Previous Employer: \_\_\_\_\_

Address: \_\_\_\_\_ (street, city, state, zip)

Supervisor's Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Employed from \_\_\_\_\_ to \_\_\_\_\_ Gross Monthly Income: \$ \_\_\_\_\_ Position: \_\_\_\_\_

Describe other income Applicant wants considered: \_\_\_\_\_

List all vehicles to be parked on the Property:

| Type | Year | Make | Model | License/State | Mo.Pymt. |
|------|------|------|-------|---------------|----------|
|      |      |      |       |               |          |
|      |      |      |       |               |          |
|      |      |      |       |               |          |

List all pets to be kept on the Property (dogs, cats, birds, reptiles, fish, and other pets):

| Type & Breed | Name | Color | Weight | Age | Gender | Neutered?  | Declawed?  | Rabies Shots Current?                                    |
|--------------|------|-------|--------|-----|--------|--|--|--|
|              |      |       |        |     |        | <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> yes <input type="checkbox"/> no |
|              |      |       |        |     |        | <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> yes <input type="checkbox"/> no | <input type="checkbox"/> yes <input type="checkbox"/> no |

|  | Yes                      | No                       | Explanation |
|--|--------------------------|--------------------------|-------------|
| Will any waterbeds or water-filled furniture be on the Property?   | <input type="checkbox"/> | <input type="checkbox"/> | _____       |
| Does anyone who will occupy the Property smoke?  | <input type="checkbox"/> | <input type="checkbox"/> | _____       |
| Will Applicant maintain renter's insurance?  | <input type="checkbox"/> | <input type="checkbox"/> | _____       |
| Is Applicant or Applicant's spouse, even if separated, in military?  | <input type="checkbox"/> | <input type="checkbox"/> | _____       |
| If yes, is the military person serving under orders limiting the military person's stay to one year or less? | <input type="checkbox"/> | <input type="checkbox"/> | _____       |
| Has Applicant ever:  |                          |                          | _____       |
| been evicted?  | <input type="checkbox"/> | <input type="checkbox"/> | _____       |
| been asked to move out by a landlord?  | <input type="checkbox"/> | <input type="checkbox"/> | _____       |
| breached a lease or rental agreement?  | <input type="checkbox"/> | <input type="checkbox"/> | _____       |
| filed for bankruptcy?  | <input type="checkbox"/> | <input type="checkbox"/> | _____       |
| lost property in a foreclosure?  | <input type="checkbox"/> | <input type="checkbox"/> | _____       |
| had <u>any</u> credit problems, slow-pays or delinquencies?  | <input type="checkbox"/> | <input type="checkbox"/> | _____       |
| been convicted of a crime?   | <input type="checkbox"/> | <input type="checkbox"/> | _____       |
| Is any occupant a registered sex offender?   | <input type="checkbox"/> | <input type="checkbox"/> | _____       |
| Are there any criminal matters pending against any occupant?   | <input type="checkbox"/> | <input type="checkbox"/> | _____       |
| Is there additional information Applicant wants considered?  | <input type="checkbox"/> | <input type="checkbox"/> | _____       |

**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 \$ \_\_\_\_\_ 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 \$ \_\_\_\_\_ in accordance with the attached Agreement for Application Deposit and Hold on Property (TAR No. 2009 or similar agreement).

**Acknowledgement & Representation:**

- (1) 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.
- (2) 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.
- (3) 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: \_\_\_\_\_

\_\_\_\_\_



TEXAS ASSOCIATION OF REALTORS®

**AUTHORIZATION TO RELEASE INFORMATION  
RELATED TO A RESIDENTIAL LEASE APPLICANT**

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I, \_\_\_\_\_ (Applicant), have submitted an application  
to lease a property located at \_\_\_\_\_  
\_\_\_\_\_ (address, city, state, zip).

The landlord, broker, or landlord's representative is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (phone) \_\_\_\_\_  
\_\_\_\_\_ (e-mail)

I give my permission:

- (1) to my current and former employers to release any information about my employment history and income history to the above-named person;
- (2) to my current and former landlords to release any information about my rental history to the above-named person;
- (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) 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 (credit report) from any consumer reporting agency and to obtain background information about me.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

*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 request.*



TEXAS ASSOCIATION OF REALTORS®  
**AGREEMENT FOR APPLICATION DEPOSIT AND HOLD ON PROPERTY**

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1. **PROPERTY:** "Property" means: \_\_\_\_\_ (address)  
 \_\_\_\_\_ (city, state, zip)
  
2. **APPLICATION AND DEPOSIT:** In addition to the non-refundable application fee described in a residential lease application that the undersigned Applicant(s) has submitted to the undersigned Landlord, Applicant has delivered to Landlord an Application Deposit in the amount of \$ \_\_\_\_\_ .
  
3. **HOLD:** Landlord will remove the Property from the market and will not lease the Property to another person: (Check only one box.)
  - (1) if and when Landlord approves Applicant as a tenant. Landlord is not obligated to remove the Property from the market until Landlord notifies Applicant of approval.
  - (2) at the time this agreement becomes binding on the Landlord and Applicant.
  
4. **OBLIGATIONS UPON APPROVAL OR NON-APPROVAL:**
  - A. If Landlord approves Applicant as a tenant for the Property, Landlord will notify Applicant of the approval not later than the 7th day after the date this agreement becomes binding.
  - B. Not later than the 2nd day after Landlord notifies Applicant of the approval, Applicant must sign a written lease for the Property with terms described in this agreement and the Application Deposit will be credited to the security deposit in the lease.
  - C. If Landlord does not approve Applicant or does not notify Applicant of approval within the time required, Landlord will refund the Application Deposit to Applicant and this agreement will terminate.
  - D. If Landlord notifies Applicant of approval and Applicant fails to sign the lease within the time required, Landlord will retain the Application Deposit and may lease the Property to another person.
  - E. If Applicant withdraws Applicant's application or breaches this agreement, Landlord will retain the Application Deposit and may lease the Property to another person.
  
5. **LEASE TERMS:** If Landlord approves Applicant, Landlord and Applicant will enter into a written lease with the following terms on forms published by the Texas Association of REALTORS®.

Para. No.

- 2 Non-real-property items: \_\_\_\_\_
- 3A Commencement Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_
- 4 With the following boxes checked: 4A:  (1)  (2) \_\_\_\_\_ days; and 4B:  (1)  (2).
- 5A Monthly Rent: \$ \_\_\_\_\_ 1st full month rent due \_\_\_\_\_
- 5B Prorated Rent: \$ \_\_\_\_\_ due \_\_\_\_\_
- 5D(4) Landlord  requires  does not require monthly rent payments by one check or draft.
- 6A When late charges are incurred: on the \_\_\_\_\_ after the rental due date.  
 Initial Late Charge:  (a) \$ \_\_\_\_\_  (b) \_\_\_\_\_ % of one month's rent.  
 Additional Late Charges: \$ \_\_\_\_\_ per day thereafter.
- 7 Returned Check Charge: \$ \_\_\_\_\_ .
- 9B(2) Pet Charges: \$ \_\_\_\_\_ (initial amount) and \$ \_\_\_\_\_ per day thereafter.
- 10A Security Deposit: \$ \_\_\_\_\_
- 11A Utilities paid by Landlord: \_\_\_\_\_
- 12A Other occupants will be only those persons listed in the application.
- 12E Number of days guests permitted on Property: \_\_\_\_\_
- 13 Number of Vehicles: \_\_\_\_\_
- 14C Amount of Trip Charge: \$ \_\_\_\_\_
- 14D(1) Keybox authorized during \_\_\_\_\_ last days of lease

(TAR-2009) 10-16-07 Initialed for Identification by Applicants: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and Landlord: \_\_\_\_\_, \_\_\_\_\_ Page 1 of 2

Agreement for Application Deposit concerning \_\_\_\_\_

14D(2)-(3) Early Keybox Withdrawal Fee \$ \_\_\_\_\_ Trip Charge: \$ \_\_\_\_\_  
15A Property is accepted in its AS-IS condition provided Landlord: \_\_\_\_\_

15B Inventory and Condition Form to be delivered within 3 days  
17B(3) Yard to be maintained by:  Landlord;  Tenant;  a contractor chosen and paid by Tenant; or  
 \_\_\_\_\_ (contractor) paid by Tenant  
18C Applicant to pay first \$ \_\_\_\_\_ of repairs, except as otherwise provided by the lease.  
18C(3) Appliances or items that will not be repaired: \_\_\_\_\_  
26 Special Provisions: \_\_\_\_\_

28B(4) Assignment 28B(4)(a):  (i) \$ \_\_\_\_\_ ; or  (ii) \_\_\_\_\_ % of one month's rent.  
& Subletting Fees: 28B(4)(b):  (i) \$ \_\_\_\_\_ ; or  (ii) \_\_\_\_\_ % of one month's rent.

Addenda  
& Exhibits:  Addendum Regarding Lead-Based Paint (TAR No. 2008)  
 Landlord's Rules and Regulations (as published by Landlord)  
 Owners' Association Rules (as published by owner's association)  
 Pet Agreement (TAR No. 2004) with only the pets described in the rental application with the following boxes checked in Paragraph B and corresponding amounts inserted:  
 (1) \$ \_\_\_\_\_ ;  (2) \$ \_\_\_\_\_ ;  (3) \$ \_\_\_\_\_  
 Pool/Spa Maintenance Addendum (TAR No. 2011) with the following box to apply:  
 B(1)  
 B(2)  
 B(3) with:  a contractor who regularly provides pool maintenance service; or  
 \_\_\_\_\_ (contractor)  
 B(4) \_\_\_\_\_  
 Residential Lease Guaranty (TAR No. 2007) executed by \_\_\_\_\_  
 Other Addenda or Exhibits: \_\_\_\_\_

6. **FALSE INFORMATION:** If Applicant provides any false information in an application or in this agreement, Landlord may reject the application, retain the application fee and the Application Deposit as liquidated damages for Landlord's time and expense, and terminate any right of occupancy. In any legal proceeding between the parties, the prevailing party may recover attorney's fees from the non-prevailing party.

**Subchapter I, Chapter 92, Property Code governs Application Deposit procedures. The terms of this agreement are negotiable between the parties. Copies of lease forms and addenda are available from your broker. Before signing this agreement, Applicant should determine if all necessary utilities are available to the Property and are adequate for Applicant's intended use. This is a binding agreement. READ IT CAREFULLY before signing.**

\_\_\_\_\_  
Landlord Date Tenant Date

\_\_\_\_\_  
Landlord Date Tenant Date

Or signed for Landlord under written property management agreement or power of attorney: \_\_\_\_\_  
Tenant Date

By: \_\_\_\_\_ Date Tenant Date

Printed Name: \_\_\_\_\_  
Firm Name: \_\_\_\_\_