

Avalon Square Apartments

Criteria and Qualification Acknowledgement

Application fees: A \$50.00 application fee is required for any leaseholder 18 years and older. A \$65.00 application fee is required on married couples. All application fees are non-refundable.

Administration and Security Deposits: A \$100.00 non-refundable administration fee is required per lease. If the application is denied, the fee will be refundable within 30 days. A security deposit of \$200.00-\$350.00 is required and will be applied towards the apartment for damage upon move-out. If application is cancelled prior to move-in, or if the application is falsified, this deposit will be held for liquidated damages.

Income: Your income must meet or exceed three and a half times the amount of monthly market rent. Verification of income may include at least 3 months proof of income including payment stubs, verification from employer in writing, or previous year tax return.

Credit: Credit history is one of the most important elements to qualifying prospects. An unsatisfactory credit history can disqualify an applicant from renting an apartment. An unsatisfactory credit history is one that reflects past or current bad debts, late payments, unpaid bills, liens, judgements or bankruptcies. If an applicant is rejected for poor credit history, the applicant will be given the name, address and telephone number of the credit reporting agency that provided the information, as required by the FCRA.

Rental: Good current and previous rental history and/or proof of home ownership required. More than 2 late and/or NSF payments in a 12 month history, evictions, community disturbances, damages or outstanding obligations to a landlord will not be allowed unless substantiated due to negligence of landlord is proven.

Foreign Nationals: Foreign nationals living or working in the United States must complete a supplemental Rental Application for Non-U.S. Citizens and provide income verification as required above. If credit or rental history does not apply, a higher deposit equivalent to one months rent or \$1000.00 (whichever is less) will be required. Foreign Nationals must also meet all applicable criteria to qualify and provide evidence of authorization to reside in the United States such as visa, green card or other INS documents and passport.

Age: All applicants must be 18 years of age, unless Head of Household.

Occupancy standards and new born policy: The total amount of people to occupy an apartment is limited to 2 people per bedroom. If you are pregnant or have a newborn child less than the age of 24 months at the time of move in and your newborn child reaches the age of 24 months during the lease term, you may remain in the apartment until your lease contract expires. If at any time during the lease term personal circumstances change which cause the occupancy standards to be exceeded, then leaseholder residents will have 90 days in which to comply with the following:

- 1) Move to an available apartment with more bedrooms, at the then prevailing rent for the larger apartment.
- 2) Transfer to another Peak Real Estate Management property where an apartment with more bedrooms is available at the then prevailing rent for the larger apartment.
- 3) Vacate the premises by giving the required 60 day written notice.

Criminal History: A criminal background check will be conducted for each applicant. The criminal search will be run for all addresses which the applicant has resided over the previous 24 months. The application will be rejected for any of the following criminal reasons.

- 1) Any felony conviction
- 2) Any terrorist conviction
- 3) Any sex related convictions
- 4) Any cruelty to animals conviction
- 5) Misdemeanor convictions involving crime against a person, drugs, weapons, sex and/or property
- 6) Any of the able related charges resulting in "adjudication withheld" and/or "deferred adjudication"
- 7) Active status on probation or parole resulting from any of the above.

Additional Information:

- 1) Management reserves the right to request an additional deposit or guarantor.
- 2) Guarantor must execute a least Contract Guaranty Agreement, meet all of the listed requirements with no exceptions and pay an application fee of \$50.00
- 3) All pets, maximum of 2 per apartment will require an additional deposit of \$200.00 and a one time non-refundable fee of \$200.00 due upon move in. The pet must meet the property requirements and also be approved by management. Weight limits are based on full grown pets and may not exceed 99 lbs. And breed restrictions apply.
- 4) Roommate or Co-Applicants, each is fully responsible for the rental payment and all must complete an application, pay the application fee and execute the lease.
- 5) Any falsification of information on the application automatically disqualifies the applicant or occupant.

I/We have read and understand all of the above information and criteria pertaining to the Criteria and Qualification Acknowledgement.

Signature

Date

Signature

Date

Owners Representative



Rental Application for Residents and Occupants

TEXAS APARTMENT ASSOCIATION

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

Spouses may submit a joint application.

M E M B E R

Date when filled out: **May 18, 2015**

ABOUT YOU

Full name (exactly as on driver's license or gov't ID card): _____

Your street address (as shown on your driver's license or gov't ID card): _____

Driver's license # and state: _____
OR gov't photo ID card #: _____

Former last names (maiden and married): _____

Social Security #: _____ Birthdate: _____

Ht.: _____ Wt.: _____ Sex: _____ Eye color: _____ Hair: _____

Marital Status: single married divorced widowed separated

U.S. citizen? Yes No Do you or any occupant smoke? Yes No

Will you or any occupant have an animal? Yes No

Kind, weight, breed, age: _____

Current home address (where you now live): _____ Apt. # _____

City/State/Zip: _____

Home/cell phone: (____) _____ Current rent: \$ _____

E-mail address: _____

Apartment name: _____

Name of owner or manager: _____

Their phone: _____ Date moved in: _____

Why are you leaving your current residence? _____

Previous home address (most recent): _____ Apt. # _____

City/State/Zip: _____

Apartment name: _____

Name of owner or manager: _____

Their phone: _____ Previous monthly rent: \$ _____

Date you moved in: _____ Date you moved out: _____

YOUR WORK

Current employer: _____

Address: _____

City/State/Zip: _____

Work phone: (____) _____

Position: _____

Your gross monthly income is over: \$ _____

Date you began this job: _____

Supervisor's name and phone: _____

Previous employer (most recent): _____

Address: _____

City/State/Zip: _____

Work phone: (____) _____

Position: _____

Gross monthly income was over: \$ _____

Dates you began and ended this job: _____

Previous supervisor's name and phone: _____

YOUR CREDIT HISTORY

Your bank's name: _____

City/State/Zip: _____

List major credit cards: _____

Other non-work income you want considered. Please explain: _____

Past credit problems you want to explain. (Use separate page)

YOUR RENTAL/CRIMINAL HISTORY

You must check if applicable.

Have you, your spouse, 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 charged, detained, or arrested for a felony or sex crime that was resolved by conviction, probation, deferred adjudication, court-ordered community supervision, or pretrial diversion?
- been charged, detained, or arrested for a felony or sex-related crime that has not been resolved by any method?

Please indicate below the year, location, and type of each felony or sex crime other than those resolved by dismissal or acquittal. We may need to discuss more facts before making a decision. _____

You represent that the answer to any item not checked above is "no."

YOUR SPOUSE

Full name: _____

Former last names (maiden and married): _____

Social Security #: _____

Driver's license # and state: _____
OR gov't photo ID card #: _____

Birthdate: _____

Ht.: _____ Wt.: _____ Sex: _____ Eye color: _____ Hair: _____

Are you a U.S. citizen? Yes No

Current employer: _____

Address: _____

City/State/Zip: _____

Work phone: (____) _____ Cell phone: (____) _____

Position: _____

E-mail address: _____

Date began job: _____ Gross monthly income is over: \$ _____

Supervisor's name and phone: _____

OTHER OCCUPANTS

Names of all people who will occupy the unit without signing the lease. Continue on separate page if more than three.

Name: _____ Relationship: _____

Sex: _____ DL or gov't ID card# and state: _____

Birthdate: _____ Social Security #: _____

Name: _____ Relationship: _____

Sex: _____ DL or gov't ID card# and state: _____

Birthdate: _____ Social Security #: _____

Name: _____ Relationship: _____

Sex: _____ DL or gov't ID card# and state: _____

Birthdate: _____ Social Security #: _____

YOUR VEHICLES

List all vehicles (cars, trucks, motorcycles, trailers, etc.) owned or operated by you, your spouse, or any occupant. Continue on separate page if more than three.

- Make, model, and color: _____
Year: _____ License #: _____ State: _____
- Make, model, and color: _____
Year: _____ License #: _____ State: _____
- Make, model, and color: _____
Year: _____ License #: _____ State: _____

WHY YOU WANT TO RENT HERE

Were you referred? Yes No If yes, by whom? _____

Name of locator or rental agency: _____

Name of individual locator or agent: _____

Name of friend or other person: _____

Did you find us on your own? Yes No If yes, fill in information below:

- Internet site: _____
- Rental publication: _____ Stopped by _____
- Newspaper: _____ Other: _____

EMERGENCY

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

Name: _____

Address: _____

City/State/Zip: _____

Work phone: (____) _____ Home phone: (____) _____

Cell phone: (____) _____ Relationship: _____

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 mailbox, 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.

AUTHORIZATION

I or we authorize (owner's name) **Scardia LLC**

to: (1) share the information above with the owner's electric provider; and (2) verify the information above by all available means, including reports from consumer-reporting agencies before, during, and after tenancy on matters relating to my lease, as well as income history and other information reported by employers to any state employment-security agency (e.g., Texas Workforce Commission). Work-history information may be used only for this Rental Application. Authority to obtain work-history information expires 365 days from the date of this application.

Applicant's signature _____

Spouse's signature _____

Contemplated Lease Contract Information

To be filled in only if the Lease Contract is not signed by the resident or residents at the time of application for rental.

The TAA Lease Contract to be used must be the latest version of **(check one)**: the Apartment Lease, the Residential Lease, or the Condominium/Townhome Lease, unless an earlier version is initialed by resident(s) and attached to this application. The blanks in the contract will contain the following information:

- Names of all residents who will sign the Lease Contract _____
- Name of owner or lessor Avalon Square Apartments
- Property name and type of dwelling (bedrooms and baths) _____
- Complete street address 2400 Westheimer Rd.
City/State/Zip Houston, TX 77098
- Names of all other occupants not signing Lease Contract (persons under age 18, relatives, friends, etc.) _____
- Total number of residents and occupants _____
- Our consent is necessary for guests staying longer than 7 days
- Beginning date and ending dates of Lease Contract _____
- Number of days' notice for termination 7
- Total security deposit \$ _____ Animal deposit \$ 200.00
- # of keys/access devices for 2 unit, 1 mailbox, 1 other gate
- Total monthly rent for dwelling unit \$ _____
- Rent to be paid: at the onsite manager's office, through our online payment site, at _____
- Prorated rent for: first month second month _____
- Late charges due if rent is not paid on or before 3
- Initial late charge \$ 75.00 Daily late charge \$ 10.00
- Returned-check charge \$ 75.00
- Animal-rules-violation charges: Initial \$ 200.00 Daily \$ 25.00
- The dwelling is to be furnished unfurnished.
- Utilities paid by owner **(check all that apply)**: electricity, gas, water, wastewater, trash/recycling, cable/satellite, master antenna, Internet, stormwater/drainage, other _____
- Utility-connection charge \$ _____
- You are **(check one)**: required to buy insurance, not required to buy insurance.
- Agreed reletting charge \$ _____
- Security-deposit refund check will be by **(check one)**:
 one check jointly payable to all residents (default), **OR**
 one check payable and mailed to _____
- Your move-out notice will terminate Lease Contract on **(check one)**:
 last day of the month, **OR** exact day designated in your move-out notice.
- If the dwelling unit is a house or duplex, owner will be responsible under paragraph 12.2 of the Lease Contract for lawn/plant maintenance, lawn/plant watering, lawn/plant fertilization, picking up trash from grounds, trash receptacles. You will be responsible for anything not checked here.
- You will be responsible for the first \$ _____ of each repair.
- Special provisions regarding parking, storage, etc. (see attached page, if necessary): _____

Application Agreement

1. **Lease Contract Information.** The Lease Contract contemplated by the parties is attached—or, if no Lease Contract is attached, the Lease Contract will be the current TAA Lease Contract noted above. Special information and conditions must be explicitly noted on an attached Lease Contract or in the Contemplated Lease Information above.
2. **Application Fee (may or may not be refundable).** You have delivered to our representative an application fee in the amount indicated in paragraph 14 below, and this payment partially defrays the cost of administrative paperwork.
3. **Application Deposit (may or may not be refundable).** In addition to any application fee, you have delivered to our representative an application deposit in the amount indicated in paragraph 14. The application deposit is not a security deposit, but it will be credited toward the required security deposit when the Lease Contract has been signed by all parties; **OR** it will be refunded under paragraph 10 if you are not approved; **OR** it will be retained by us as liquidated damages if you fail to sign or attempt to withdraw under paragraph 6 or 7, if you fail to answer any question, or if you give false information.
4. **Approval When Lease Contract Is Signed in Advance.** If you and all co-applicants have already signed the Lease Contract when we approve your application, our representative will notify you (or one of you if there are co-applicants) of our approval, sign the Lease Contract, and then credit the application deposit of all applicants toward the required security deposit.
5. **Approval When Lease Contract Isn't Yet Signed.** If you and all co-applicants have not signed the Lease Contract when we approve your application, our representative will notify you (or one of you if there are co-applicants) of the approval, sign the Lease Contract when you and all co-applicants have signed, and then credit the application deposit of all applicants toward the required security deposit.
6. **If You Fail to Sign Lease After Approval.** Unless we authorize otherwise in writing, you and all co-applicants must sign the Lease Contract within three days after we give you our approval in person, by telephone, or by email, or within five days after we mail you our approval. If you or any co-applicant fails to sign as required, we may keep the application deposit as liquidated damages and terminate all further obligations under this agreement.
7. **If You Withdraw Before Approval.** You and any co-applicants may not withdraw your application or the application deposit. If, before signing the Lease Contract, 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
 8. **Completed Application.** An application will not be considered completed and will not be processed until all of the following have been provided to us (*unless not checked*): a separate application has been fully filled out and signed by you and each co-applicant; an application fee has been paid to us; an application deposit has been paid to us. If no item is checked, all are necessary for the application to be considered completed.
 9. **Nonapproval in Seven Days.** We will notify you whether you've been approved within seven days after the date we receive a completed application. Your application will be considered disapproved if we fail to notify you of your approval within seven days after we have received a completed application. Notification may be in person, by mail, or by telephone unless you have specified that notification be by mail. You must not assume approval until you receive actual notice of approval.
 10. **Refund After Nonapproval.** If you or any co-applicant is disapproved or deemed disapproved under paragraph 9, we'll refund all application deposits within _____ days (*not to exceed 30 days; 30 days if left blank*) of such disapproval. Refund checks may be made payable to all co-applicants and mailed to one applicant.
 11. **Extension of Deadlines.** If the deadline for signing, approving, or refunding under paragraphs 6, 9, or 10 falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next business day.
 12. **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-applicant is considered notice from all co-applicants.
 13. **Keys or Access Devices.** We'll furnish keys and access devices only after: (1) all parties have signed the contemplated Lease Contract and other rental documents; and (2) all applicable rents and security deposits have been paid in full.
 14. **Receipt.** Application fee (*may or may not be refundable*): \$ 50.00
Application deposit (*may or may not be refundable*):\$ _____
Administrative fee (*refundable only if not approved*):\$ 100.00
Total of above fees and application deposit:\$ _____
Total amount of money we've received to this date:\$ _____
 15. **Signature.** Our representative's signature indicates our acceptance only of the above application agreement. It does not bind us to approve your application or to sign the proposed Lease Contract.

If you are seriously ill or injured, what doctor may we notify? (We are not responsible for providing medical information to doctors or emergency personnel.)

Name: _____ Phone: (____) _____

Important medical information in emergency: _____

Acknowledgment. You declare that all your statements on the first page of this application are true and complete. 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, administrative fees, and deposits 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 Contract, 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 Contract, 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 Rental Application and Lease Contract, 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 Contract if agreed to in writing by all parties. You are entitled to a copy of the Lease Contract after it is fully signed.

Applicant's Signature: _____ **Date:** _____
Signature of Spouse: _____ **Date:** _____
Signature of Owner's Representative: _____ **Date:** _____

FOR OFFICE USE ONLY

1. Apt. name or dwelling address (street, city): Avalon Square Apartments 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, 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: _____