



Rental Application for Residents and Occupants

TEXAS APARTMENT ASSOCIATION

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

M E M B E R

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 _____

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 _____

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): \$ _____
 - 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 Highland Road Village

(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.

Payment Authorization

I authorize **Highland Road Village**

(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 \$ 50.00 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: _____



Wehner Multifamily LLC supports The Fair Housing Act as amended, prohibiting discrimination based on race, color, national origin, ancestry, physical or mental disability, religion, sex, age, familial status, marital status, sexual orientation or unfavorable discharge from military service.

HIGHLAND ROAD VILLAGE

We are delighted that you are interested in making this community your home. In order to assist you in making your final decision the following qualifications will be required from every prospective resident. All applications will be reviewed on a case by case basis to determine if the applicant is qualified. In the event that the applicant doesn't meet the criminal background criteria, credit criteria, and/or doesn't have sufficient or good rental history, it would be up to manager's discretion to approve the application, in such instance, the applicant may be required to pay a non-refundable risk fee equal to an additional administration fee or up to one month's rent.

Applicant Qualifying Criteria and Requirements

RENTAL APPLICATION: A rental application must be completed, signed and submitted for each adult over the age of 18. The rental application(s) will be reviewed when submitted to ensure all information is complete to determinate your eligibility.

IDENTIFICATION: Valid picture Driver's License or State ID and SSN are required. Other accepted forms of ID are: Passport, Visa, Military ID, Permanent Resident Card, Consular ID, ITIN, etc.

RENTAL HISTORY: Applicant (s) must have current rental history or proof of mortgage. No more than two late payments in a 12 month period, term of lease/contract fulfilled and no more than two documented lease violations. If the applicant(s) have a bad debt to another community the applicant(s) will be required to pay an additional deposit/administration fee that could be up to a full month rent and/or a risk fee. First time renters may qualify with regular deposit/administration fee (special on deposit do not apply to first time renters).

INCOME: Must be verifiable. Total monthly household gross income must be at least 2.5 times total gross monthly income. If applicable, Housing applicants must make 2.5 times their portion of rent. Proof of income is required for all applicants (pay stubs, W2's, tax returns and bank deposit statement, etc.).

EMPLOYMENT: Present Employment will be verified for length of employment and salary. Applicant must be employed for at least 6 months. If employed less than (2) years with current employer, we may also verify prior employment. Written verification from employer is required. If employment verification form is not obtained, applicant must provide valid proof of income.

CO-SIGNER: Co-signer must not have any automatic rejections and adhere to all qualifying guidelines. The co-signer's income must be 5 times their rent and the applicant's rent amount combined.

CREDIT AND CRIMINAL BACKGROUND CHECK: A credit report and a background search will be processed through Wehner Multifamily LLC or its agents.

CRITERIA FOR OCCUPANTS: Immediate family members under the age of 18 or legal dependent must not have any automatic rejections. All others 18 years old and up need to apply for lessee status and fill out an application.

OCCUPANCY STANDARDS: If the applicant(s) plus family or roommate(s) will occupy the dwelling, the family/roommate size must be appropriate for home i.e. no more than two adults per bedroom in most circumstances per local ordinance.

PAYMENTS: NO CASH WILL BE ACCEPTED AT ANYTIME. Only certified funds will be accepted for all: Application, Holding/Admin fees, Deposit or Rental Monies for First Month's Rent.

Applicants may be denied for the following reasons:

- Falsification of application by applicant (s)
- Incomplete application by applicant (s)
- Insufficient income
- Poor credit history of any applicant (credit report)
- Poor rental history of any applicant (rental verification is obtain) such as; Non-Payment of rent or frequent late payments.
- Lease violations such as, but not limited to: poor housekeeping; poor supervision of minor occupants; unruly or destructive applicants, and/or applicant's minor occupants or applicant's guest; violence to a person or property by applicant(s), etc.
- More than two evictions in the past five years or more than 2 broken leases in the past three years
- Criminal History

Credit History: Wehner Multifamily LLC and its agents reserve the right to reject the application of any individual with 100% negative credit, any unpaid rental housing debt, evictions, and more than 3 rental or mortgage late payments in a 12-month period. Foreclosures, closed bankruptcy or medical collections are not counted against the applicant.



Wehner Multifamily LLC supports The Fair Housing Act as amended, prohibiting discrimination based on race, color, national origin, ancestry, physical or mental disability, religion, sex, age, familial status, marital status, sexual orientation or unfavorable discharge from military service.

Criminal History: Wehner Multifamily LLC and its agents reserve the right to reject the application of any individual who has been convicted or entered a guilty/no contest plea of a misdemeanor or a felony offense. The criminal records of all household members over the age of 18 will be checked and reviewed for certain felony and Class A misdemeanor offenses. The information gathered as the result of this check would affect the approval of the application as follows:

- A. Applicants with any of the following felony convictions (or similarly classified offenses in jurisdictions outside of Texas) in the fifteen (15) year period between completion of sentence and the date of application will be denied approval: murder, capital murder, aggravated kidnapping, Terrorism, Arson, sexual assault, aggravated sexual assault, sexual abuse of a child, or prohibited sexual conduct, offenses under Section 481.134(c), (d), (e), or (f) of the Texas Health and Safety Code (or, such applicable state law, if allowed by law) if it is shown that the offender has been previously convicted of an offense for which punishment was increased under the aforementioned sections, offenses under Section 481.140 of the Texas Health and Safety Code (or similarly classified offenses in jurisdictions outside of Texas) relating to any felony convictions increased in punishment as a result of use of a child in commission of such offenses, and any offense where the offender used or exhibited a deadly weapon during the commission of a felony offense or during immediate flight therefrom.
- B. Applicants will be automatically denied for any prior conviction for manufacturing or distribution of a controlled substance (or similarly classified offenses in jurisdictions outside of Texas).
- C. Applicants will be automatically denied if they are currently subject to a registration requirement under Article 62.001, Code of Criminal Procedure, Sex Offender Registration Program (or similar Sex Offender Registration Programs in jurisdictions outside of Texas).
- D. Any other felony or Class A misdemeanor conviction other than those set forth in section A above related to violent criminal activity (or similarly classified offenses in jurisdictions outside of Texas) will result in denial if the conviction occurred in the seven (7) year period from the date of completion of sentence and the date of application.
- E. Any conviction of Theft (excluding Theft by Check or Theft of Services) under Texas Penal Code section 31.03 (as defined by 31.06) or Damage to Property including but not limited to vandalism (or similarly classified offenses in jurisdictions outside of Texas) in the five (5) years for felony / three (3) years for Misdemeanor from the date of completion of sentence and the date of application.
- F. Any conviction of Theft by Check or Theft of Service under Texas Penal Code section 31.04 (or similarly classified offenses in jurisdictions outside of Texas) in the five (5) years for felony / three (3) years for Misdemeanor from the date of completion of sentence and the date of application will result in conditional approval and, if allowed by law, require the applicant to agree to pay all amounts due and payable by the applicant within the initial lease term (including all rental payments, deposits, and other lease charges) with certified funds.
- G. Notwithstanding the above, any applicant may provide documentation disputing the negative criminal activity or provide evidence of circumstances that mitigates the negative criminal activity. Any request for reconsideration of a denial of tenancy due to criminal activity shall be submitted within fifteen (15) calendar days of such denial and management shall make a determination, within twenty-one (21) calendar days thereafter, as to whether to uphold the denial of tenancy.
- H. Failure to accurately report any criminal activity constitutes a non-curable material falsification and is grounds for termination of tenancy regardless of when such material falsification is discovered.

Some examples of the review period for the above policy are:

- Violent Criminal Apprehension Program (ViCAP) felony and misdemeanor convictions, and other felony and misdemeanor convictions 15 Years(Felony) / 7 Years(Misdemeanor) from completion of sentence
- Arson 15 Years(Felony) / 7 Years(Misdemeanor) from completion of sentence
- Sexual Offenses 15 Years(Felony) / 7 Years(Misdemeanor) from completion of sentence
- Registered Sex Offender Denial while registration requirement is active
- Terrorism convictions 15 Years(Felony) / 7 Years(Misdemeanor) from completion of sentence
- Drug Possession 7 Years from completion of sentence
- Drug Manufacture or Distribution Automatic Denial
- Cruelty to animal charges 7 Years from completion of sentence
- Theft of Property (Exclude by check) 5 Years(Felony) / 3 Years(Misdemeanor) from completion of sentence
- Damage to Property (Excluding Arson) 5 Years(Felony) / 3 Years(Misdemeanor) from completion of sentence
- Violence 7 Years from completion of sentence
- Injury to persons 7 Years from completion of sentence

I ACKNOWLEDGE THAT I HAD THE OPPORTUNITY TO REVIEW THE COMMUNITY RENTAL SELECTION CRITERIA, WHICH INCLUDES REASONS WHY MY APPLICATION MAY BE DENIED, SUCH AS CURRENT INCOME, CREDIT HISTORY, RENTAL HISTORY, AND CRIMINAL HISTORY, I UNDERSTAND THAT IF I DO NOT MEET THE COMMUNITY SELECTION CRITERIA OR IF I FAIL TO ANSWER ANY QUESTION, OR GIVE ANY FALSE INFORMATION, THE COMMUNITY MAY REJECT THE APPLICATION, RETAIN ALL APPLICATION FEES, ADMINISTRATION FEES AND DEPOSITS AS LIQUIDATED DAMAGE FOR ITS TIME AND EXPENSE. I HEREBY AUTHORIZE ANY EMPLOYER, LAW ENFORCEMENT AGENCY, FEDERAL, STATE, COUNTY OR CITY AGENCY, CONSUMER AGENCY OR INSTITUTION TO RELEASE INFORMATION TO WEHNER MULTIFAMILY LLC AND/OR ITS AGENTS. I VOLUNTARILY WAIVE ALL RIGHTS OF RECOURSE AND RELEASE ALL THE ABOVE OF LIABILITY FOR COMPLIANCE WITH THIS AUTHORIZATION. I UNDERSTAND THAT SHOULD I LEASE AN APARTMENT, WEHNER MULTIFAMILY LLC AND ITS AGENTS SHALL HAVE CONTINUING RIGHT TO REVIEW MY CREDIT AND BACKGROUND INFORMATION, PAYMENT HISTORY AND OCCUPANCY HISTORY FOR ACCOUNT REVIEW PURPOSES AND FOR IMPROVING APPLICATION METHODS.

_____/_____/_____
Applicant Signature Date

_____/_____/_____
Co-applicant Signature Date