

Shakespeare Apartments

APPLICATION PROCESS GUIDELINES

Welcome to our community. Thank you for choosing the SHAKESPEARE APARTMENTS as your new home. In order to reside in our community, we require each applicant and each adult occupant to meet certain rental criteria. Before you fill out the Rental Application, we encourage you to review these requirements to determine whether you are eligible. The Apartments and its managing agent, Oak Leaf Management Company, are equal housing providers; we do not discriminate against any prospective applicant or occupant because of race, color, creed, national origin, sex, familial status or handicap. PLEASE ALSO NOTE THAT THESE RENTAL GUIDELINES DO NOT IN ANY WAY CONSTITUTE A REPRESENTATION OR A GUARANTEE THAT ALL RESIDENTS WILL MEET THESE CRITERIA. THESE CRITERIA HAVE BEEN MODIFIED OVER THE YEARS, SOME RESIDENTS HAVE MOVED IN BEFORE THE CURRENT CRITERIA WERE APPLIED. ADDITIONALLY, THE VERIFICATION METHODS USED TO DETERMINE ELIGIBILITY ARE LIMITED TO THE INFORMATION AVAILABLE THROUGH THE CREDIT REPORTING SERVICES USED TO VERIFY THE INFORMATION.

- (1) All applicants must complete a Rental Application and all additional adult occupants must complete an Additional Occupant Application.
- (2) An application deposit must be remitted in full to remove an apartment from the market.
- (3) Application deposits will be held for no more than 30 days.
- (4) Application deposits are refunded in full on all rejected applications.
- (5) Application deposits are refunded on canceled applications provided they are cancelled within 72 hours of application – Application Deposits are “not” refunded on applications cancelled after 72 hours. If application is unable to be approved within 7 days, the application will be automatically denied.
- (6) An acceptable response must be received from Resident Credit Reporting, and/or any other credit reporting service management chooses. There is an application fee for all credit reporting services. This fee is non-refundable and paid in advance.
- (7) Income must be 3 times the amount of rent, unless the resident is living on a fixed income or is government subsidized and has a current rental history paying equal to or greater than the amount of rent and is rated good.
- (8) No cash is accepted. Deposits, rents or any other fees must be made in the form of a personal check, money order or cashier’s check.
- (9) All applicants must be at least 18 years of age.
- (10) Any falsified information is grounds for rejection of the application and termination of all rights to occupancy.
- (11) No Pets Accepted.
- (12) Occupancy limitations: 1 bedroom – 2 person maximum,
- (13) A family may occupy a unit if the family does not exceed two persons per bedroom plus a child who is less than six months old and who sleeps in the same bedroom with the child’s parent, guardian, legal custodian, or person applying for that status. Residents who have a new born less than six months old at the time of rental application or lease renewal and residents whose newborn has reached six months of age during the lease term may be required, at that time, to (1) move to another available unit which has more bedrooms, or (2) move out. For the purposes of this occupancy policy a “family” shall consist of the following persons: one or more individuals (who have not attained the age of 18 years) being domiciled with: (1) a parent or another person having legal custody of such individual or individuals; or (2) the designee of such parent or other person having such custody, with the written permission of such parent or other person. The term “family” shall also apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years.

- (14) A criminal background check will be performed on each applicant and adult occupant (18 years and older). If any applicant or adult occupant has a conviction or has received deferred adjudication for a felony in the 20 years preceding the date of application or a class A misdemeanor in the 10 years preceding the date of application involving the following offenses, the Rental Application or Additional Occupancy Application will be rejected.
- (1) Offenses classified by the Texas Penal Code, an offense against the person, an offense against the family, arson, criminal mischief and other property damage or destruction, robbery, burglary and criminal trespass, theft, disorderly conduct and related offenses, public indecency, weapons and intoxication and alcoholic beverage offenses.
 - (2) Offenses identified in the Texas Controlled Substances Act as either a felony or class A misdemeanor.
 - (3) Any other offenses involving drug-related or sex-related conduct.
 - (4) Any federal offenses or offenses in another jurisdiction classified in a category similar to those identified in the section.

The owner of this community reserves the right, at the owner's discretion to reject the Rental Application or the Additional Occupancy Application for any other criminal offenses or for a criminal history involving a conviction or deferred adjudication for a felony occurring more than 20 years from the date of application or for a class A misdemeanor occurring more than 10 years from the date of application.

THIS RENTAL CRITERIA DOES NOT CONSTITUTE A GUARANTEE OR REPRESENTATION BY THE APARTMENTS OR THE MANAGEMENT THAT PERSONS CONVICTED OF OR RECEIVING DEFERRED ADJUDICATION FOR THESE CRIMES DO NOT RESIDE IN OUR COMMUNITY. SOME RESIDENTS MAY HAVE APPLIED TO RENT IN OUR COMMUNITY PRIOR TO THIS REQUIREMENT BEING PUT IN PLACE. ADDITIONALLY, OUR ABILITY TO VERIFY WHETHER OR NOT SOMEONE HAS BEEN CONVICTED OF OR RECEIVED DEFERRED ADJUDICATION FOR A CRIME IS SOMEWHAT LIMITED TO THE INFORMATION MADE AVAILABLE TO US BY THE APPLICABLE RESIDENT CREDIT REPORTING SERVICES USED. It should be kept in mind that all applicants and adult occupants will be asked on the Rental Application or on the Additional Occupancy Application form (as may be applicable) whether they have been convicted or subject to deferred adjudication for any of the offenses listed above. If they have, they will not be eligible for rental under this criteria. If a person indicated that they have not been convicted or been subject to deferred adjudication for any of the foregoing crimes, and it is later found out from any available source that the person has submitted false information on the application, such response will be deemed a violation of the Apartment lease Contract.

- (13) Management reserves the right to alter qualifications and application process guidelines without prior notice. Please feel free to check with the on-site leasing staff for any changes to these guidelines, which have been implemented by the Management.



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's license or govt. ID card) _____

Former name (if applicable) _____

Gender _____ Birthdate _____ Social Security # _____

Driver's 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 Shakespeare Street

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's license # _____ State _____

Government ID # _____ State (if applicable) _____

Full name _____ Relationship _____

Birthdate _____ Social Security # _____

Driver's license # _____ State _____

Government ID # _____ State (if applicable) _____

Full name _____ Relationship _____

Birthdate _____ Social Security # _____

Driver's license # _____ State _____

Government ID # _____ State (if applicable) _____

Full name _____ Relationship _____

Birthdate _____ Social Security # _____

Driver's 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 _____

(The following is only applicable if at current address for less than 6 months.)

Previous home address _____

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 _____

CURRENT EMPLOYER

Gross monthly income \$ _____ Position _____

Supervisor _____ Phone _____

(The following is only applicable if at current employer for less than 6 months.)

Previous employer _____

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: _____

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 _____

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 _____

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): \$ 35.00
 - B. Application deposit (may or may not be refundable) \$ 200.00
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 Shakespeare Apartments, LLC

(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 Shakespeare Apartments, LLC

(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 \$ 35.00 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

Application Fee and Payment Method

You hereby authorize a one-time payment by credit card for the total application fee due. The application fee is non-refundable. Refer to your Application for details.

Name on Application

Date of Application submission

Name of property

Name of (management) company

Credit card type

Credit card #

Exp. date (MM/YY)

Name as it appears on card

Billing address

City

State

Zip

ACH Payment Option:

Bank account #

Bank routing #

Name of account holder

Address

City

State

Zip

FOR OFFICE USE ONLY

1. Apt. name or dwelling address (street, city): Shakespeare Apartments, LLC 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: _____



TEXAS APARTMENT ASSOCIATION

M E M B E R

Lease Contract Guaranty

Do not sign this form unless you understand that you have the same liability as all residents for rent and other money owed.

Date when filled out: _____

LEASE CONTRACT INFORMATION

Please print.

About the Lease: Date of Lease Contract (see the top left corner on page 1) of the Lease Contract: _____

Owner's name (or name of apartment): Shakespeare Apartments, LLC

Resident names (list all residents on Lease Contract): _____

Last date for Guarantor renewal: _____

Unit # of apartment: _____ AND street address of dwelling being leased: Shakespeare Street

City/State/Zip: Houston, TX 77030

Monthly rent for dwelling unit: \$ _____

Reletting charge: \$ _____

Beginning date of Lease Contract: _____

Ending date of Lease Contract: _____

GUARANTOR INFORMATION

Please print. Use for one guarantor only (can include guarantor's spouse).

About the Guarantor:

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

Current address: _____

City/State/Zip: _____

Phone: (_____) _____

Alternative number or cell phone: (_____) _____

Email address: _____

Your Social Security #: _____

Birthdate: _____ Sex: _____

Driver's license # and state: _____

OR gov't photo ID card #: _____

Marital status: single married divorced widowed separated

Total number of dependents under 18 or in college: _____

What is your relationship to the resident or residents?
 parent brother/sister employer other _____

Do you (check one) own OR rent your home?

If renting, name of apartments: _____

Manager's name: _____ Phone: _____

Are you or your spouse a guarantor for any other lease? Yes No

If so, how many? _____

Your Work:

Current employer: _____

Employer's address: _____

City/State/Zip: _____

Work phone: (_____) _____

Alternative phone: (_____) _____

Email address: _____

How long with this employer: _____ Position: _____

Your gross monthly income is over: \$ _____

Supervisor's name: _____ Phone: _____

Your Spouse:

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

Driver's license # and state: _____

OR gov't photo ID card #: _____

Your Social Security #: _____

Birthdate: _____

Alternative number or cellphone: (_____) _____

Email address: _____

Current employer: _____

How long: _____ Position: _____

Your gross monthly income is over: \$ _____

Your Credit and Rental History:

Your bank's name: _____

City/State: _____

List major credit cards: _____

To your knowledge, have you, your spouse, or any resident listed in this Guaranty ever: been asked to move out? broken a rental agreement? been sued for rent? declared bankruptcy?

To your knowledge, has any resident listed in this Guaranty ever: been sued for property damage? been convicted of or received probation for any felony or sex crime? Please explain: _____

- 1. Scope of Liability.** Each guarantor must submit and execute a separate Lease Guaranty, unless guarantors are married. Termination of your obligation to guarantee the Lease applies only to future liabilities of the resident. You will remain liable for sums owed to us by the resident, including damages, until your Lease Guaranty ends. The term "you" in this Guaranty refers to the guarantor and the guarantor's spouse, if applicable.
- 2. Our Remedies.** If we delay or fail to exercise lease rights, pursue remedies, give notices to you, or make demands to you, as guarantor, you will not consider it a waiver of our rights against you. Our remedies against the resident or residents apply to guarantor as well. All residents, guarantors, and guarantors' spouses are jointly and severally liable. It is unnecessary for us to sue or exhaust remedies against residents in order for you to be liable.
- 3. Location of Performance and Payment.** This Guaranty is part of the Lease and must be performed in the county where the dwelling unit is located. Payments under this Guaranty must be mailed to or made in the county where the dwelling unit is located.
- 4. Your Information.** You represent that all information submitted by you on this Guaranty is true and complete. You must inform us of any change of address. We may require this document to be notarized. You authorize verification of your information by consumer reports, rental-history reports, and other means. You acknowledge that our privacy policy is available to you.
- 5. Signature.** A facsimile or electronic signature on this Guaranty will be binding as an original signature. You do not need to sign or be named in the Lease, only this Guaranty.

- 6. Copy of Lease Contract.** We recommend that you obtain a copy of the Lease and read it. This Guaranty applies even if you don't do so. We will give you a copy of the Lease if you request one in writing.
- 7. Your Acknowledgments.** You acknowledge that by signing this Lease Guaranty you unconditionally guarantee all obligations of all residents under the Lease, including rent, late charges, property damage, repair costs, animal-rules-violation charges, reletting charges, utility payments, and all other sums which may become due under the Lease. Guarantor is not liable for any increases in the amount of rent stated in this agreement, or is not liable if the lease parties change, regardless of any lease renewals or month-to-month renewals, unless the Guarantor agrees to a different amount or to different lease parties in a separate written agreement.
- 8. Length of Obligations.** Your obligations as guarantor will continue for (check one):
 - only the initial Lease term, OR
 - all Lease terms and renewals, including automatic renewals, amendments, and modifications entered into by the date listed above as the "last date for Guarantor renewal." If neither box is checked, your obligations continue for the duration of all the Lease terms or renewals of the resident(s) entered into by the date specified above for Guarantor renewal.

Signature of Guarantor _____

Signature of Guarantor's Spouse (if applicable) _____

Date of Signing Guaranty _____

FOR OFFICE USE ONLY:

Signatures of all Guarantors were verified by owner's representative.

Verification was by phone OR face-to-face meeting.

Date or dates of verification: _____

Telephone numbers called: _____

Guarantor or Guarantors contacted: _____

Owner's representative who talked to Guarantor or Guarantors: _____

After signing, please return the signed original of this Guaranty to
Shakespeare Apartments, LLC
 at (street address or P.O. Box) 9555 W. Sam Houston Pkwy S., Houston, Texas 77099
 or fax it to us at (713) 541-1524
 Our telephone number is (832) 655-8550
You are entitled to a copy of this Lease Guaranty when it is fully signed. Keep it in a safe place.