

Ariva Apartments
6201 Woodway dr. Fort Worth TX 76133
817-294-2260

To guarantee compliance with the Federal Fair Housing Acts, a \$50 separate application fee is required for each person over the age of 18 who will reside at the property. In addition a \$150 admin processing fee is required per apartment home. All persons will be treated fairly and equally without regard to race, color, religion, sex, familiar status, handicap, or national origin in compliance with Fair Housing Act.

Applicant hereby authorizes Landlord to verify this application with the use of a third party credit and criminal screening company. I authorize the agents of the apartment community to contact the references listed on my application or discovered on my credit/criminal history report for further review. Due to the expenses involved, all Fees and deposits are required before verification can begin. I hereby authorize landlord and/or landlord's screening company of choice to request and receive any and all background information about or concerning me, including but not limited to my Criminal History, Credit History including a consumer report under the Fair Credit Reporting Act, 15 U.S.C 1681. The information contained in this Rental Agreement is provided for the purpose of obtaining, or maintaining a lease/credit with the Landlord/Owner on behalf of the undersigned applicants. Each of the undersigned applicants understand that Landlord is relying on the information provided herein deciding whether to approve this Rental Application. Each of the undersigned Applicants represents and warrants that the information is true and complete and that Landlord may consider this statement as continuing to be true and correct until a written notice of a charge is given to you by the undersigned Applicants. Any false statement or inaccurate information on this application can lead to full forfeiture of the admin fee or security deposit and rejection of your application. Landlord is authorized to make all inquiries deemed necessary to verify the accuracy of the statements made herein, and to determine my/our creditworthiness, include contact current and previous employers and landlords.

Admin Fee will be returned and if application is not approved by Landlord or Unit is no longer available at Landlord's discretion. All Fees will be forfeited if approved application is cancelled by applicant after notification of approval or within 72 hours of application whichever comes first. If applicant does not move in all fees are forfeited.

The application fee is non-refundable for any reason including, but not limited to, rejection of application and withdrawal of application by applicant. Application will not be processed until all fees listed above have been submitted (either online or in person). Applicant hereby agrees that the information submitted is correct and true, and that applicant is the true person that is listed above. Copies of Applicant's valid identification and recent pay stub must be submitted with the application and signed lease. By clicking on "I agree" and "Next," applicant is submitting the electronic/digital signature that will agree to all the terms listed above and acknowledging that all the information submitted is true and correct.

BY SUBMITTING YOUR APPLICATION, YOU VERIFY THAT YOU:

1. AUTHORIZE US TO ALLOW ENTRY TO YOUR DWELLING TO THE EMERGENCY CONTACT, SPOUSE, CO-APPLICANT, PARENT OR CHILD, IN THE EVENT OF DEATH, SERIOUS ILLNESS, MISSING, OR INCARCERATED ACCORDING TO AN AFFIDAVIT, FOR THE PURPOSE OF REMOVING ALL CONTENTS, AS WELL AS YOUR PROPERTY IN THE MAILBOXES, STORAGE AREAS, GARAGES, ETC.

2. AUTHORIZE US TO SUMMON EMERGENCY SERVICES AT YOUR EXPENSE IN THE EVENT YOU ARE SERIOUSLY INJURED OR ILL, HOWEVER, WE ARE NOT LEGALLY REQUIRED TO DO SO.

3. YOU CERTIFY THAT YOU, YOUR JOINT APPLICANT OR ANY OCCUPANT LISTED ON THIS RENTAL APPLICATION HAVE EVER BEEN A) EVICTED OR ASKED TO MOVE B) FAILED TO FULFILL A LEASE CONTRACT WHERE FULL RESTITUTION WAS NOT MADE, C) ARRESTED, CHARGED OR DETAINED FOR ANY OFFENSES LISTED BELOW THAT RESULTED IN CONVICTION, DEFERRED ADJUDICATION, PROBATION, PRETRIAL DIVERSION OR COURT ORDERED SUPERVISION:

**FELONY OFFENSE
SEX RELATED CRIME**

4. YOU CERTIFY THAT YOU, YOUR JOINT APPLICANT OR ANY OCCUPANT LISTED ON THIS RENTAL APPLICATION HAVE EVER BEEN ARRESTED, CHARGED, OR DETAINED FOR A FELONY OR SEX RELATED CRIME THAT HAS NOT BEEN RESOLVED.

5. YOU HAVE RECEIVED A COPY OF OUR RENTAL CRITERIA AND PRIVACY POLICY (SHOWN BELOW)

Statement of Rental Criteria

A rental application must be processed on all prospective residents and occupants' 18 years of age or older. A non-refundable application fee will need to be paid for each application processed.

- Married couples may apply jointly. The incomes and credit may be combined. Only one application fee will be required for married couples.
- Roommates require multiple applications and application fees. The credit history and income will be combined.

Income:

- Verifiable gross monthly income shall be a minimum of two and one half times the monthly rent.
- Self-employed persons must provide at least two years prior tax returns, or other documentation satisfactory to management.
- If income qualification requirements are not met, a lease guarantor may be provided under the guidelines below for lease guarantors.

Employment:

- A prospect must have a minimum of 6 months continuous employment history (Current and immediate previous employment may be combined).
- School may be accepted as an alternative to employment history provided it can be verified.
- In the event that an applicant is a new immigrant to this country for employment opportunities or to attend school, documentation such as an I-9, passport, or other documentation satisfactory to management must be provided.

Credit:

- A credit history check will be made for all applicants and occupants age 18 and over.
- The past 2 years of credit history will be reviewed and scored upon as positive or negative.
- Fifty percent of all credit lines for the previous two years must show as paid on time or as agreed.
- If credit falls below 50% and positive verifiable rental history has been established, the applicant may pay an additional security deposit.
- Any bankruptcy must be discharged prior to application for rental. Credit will be reviewed and scored upon from the discharge date, provided the applicant meets all other qualification guidelines. An additional deposit or a qualified co-signer may be required if credit history has not been re-established since the discharge date.
- All applicants will be denied if the person has unpaid tax liens or unpaid civil judgments unless proof of current payments can be provided.
- Student and medical loans will not be considered.
- Rental history will be verified on all applicants and occupants (18 and over).
- Each applicant must have positive rental history. No more than three late payments in a twelve-month period including NSF checks provided all additional fees were paid. Late rent is defined as any rent paid after the 3rd day of the month.
- Negative rental history will only be accepted if move-out was more than 3 years, full restitution has been made and positive, verifiable rental history has been established since that time.
- If the applicant has rented from an individual, they must provide copies of cancelled checks or money orders and proof of utilities in the applicant's name to be considered for rental history.

Lease Guarantor:

A lease guarantor will be allowed if a prospective resident does not meet the qualifications above due to lack of rental history or below the income requirement. **A LEASE GUARANTOR WILL NOT BE ACCEPTED IF THE**

APPLICANT HAS NEGATIVE RENTAL HISTORY.

- A lease guarantor must provide verifiable gross monthly income of at least 5 times the rental amount.
- A lease guarantor must qualify with positive rental history, positive employment history and a credit rating percentage of at least 75%.
- A lease guarantor must complete a Lease Guarantor application and pay application fees due.

Maximum Occupancy

- 3 persons of familial status* or 3 persons in a one-bedroom apartment
- 4 persons of familial status* or 3 persons in a one bedroom/den, study, loft, or sunroom apartment.
- 6 persons of familial status* or 6 persons in a two-bedroom apartment.
- 9 persons of familial status* or 9 persons in a three-bedroom apartment

*Infants under the age of 2 years at the time of move in may be added to any of the above occupancy requirements

Age

Lessor must be classified as an adult per State Law unless Federal Law regarding familial status applies.

Pets

- No more than two pets will be allowed per apartment.
- A separate deposit and fee will be required for any animal permitted to the property. Pet fees must be paid in full at the time of move in. Pet deposits may have a payment arrangement made, however, if a payment is missed or is late, the pet deposit will be accelerated and due payable in full.
- All pets must be on a pet lease, and follow all policies and procedures of the lease contract.

- Acceptable pets include cats, birds and dogs only.

DOGS: The following full or mixed breeds of dogs will **only be accepted with a letter of recommendation from the animal veterinarian:** Chow, Dalmatian, Doberman Pincher, German Shepherd, Pit Bull (Staffordshire Terrier), Rottweiler, Mastiffs, Huskies, Malamutes, Akita, Saint Bernard, and Great Dane. These breeds must be covered under the resident's insurance policy.

- A photo of the animal is required at the time of move in.

Criminal History

- Applicants must provide information concerning criminal convictions.
- A limited criminal history background check will be performed on all applicants and occupants age **18** or over at the time of application.
- An applicant will be automatically denied if the applicant has broken any lease contract where full restitution has not been made to the management.
- An applicant will automatically be denied for any falsification on the application and all security deposits, application deposits, and application fees will be forfeited.
- An applicant will automatically be denied if applicant or occupant has ever been convicted or in some cases arrested (when case has not been determined) for a felony or misdemeanor offense involving violence, crimes against persons, illegal drugs, burglary, and in some cases theft, or any crime involving a minor that resulted in conviction, probation, deferred adjudication court ordered community supervision or pretrial diversion.

EQUAL HOUSING

- Non-discrimination on the basis of race, color, religion, sex, national origin, familial status, or handicap is the comprehensive policy of this community.

Privacy Policy for Personal Information of Rental Applicants and Residents

We are dedicated to protecting the privacy of your personal information, including your Social Security or other governmental identification numbers. We have adopted a privacy policy to help ensure that your information is kept secure. We follow all federal and state laws regarding the protection of your personal information.

How information is collected. You will be furnishing some of your personal information (such as your Social Security or other governmental identification numbers) at the time you apply to rent from us. This information will be on the rental application form or other document that you provide to us or to an apartment locator service, either on paper or electronically.

How and when information is used. We may use this information in the process of verifying statements made on your rental application, such as your rental, credit and employment history. We may use the information when reviewing any lease renewal. We may also use it to assist us in obtaining payment from you for any money you may owe us in the future.

How the information is protected and who has access. In our company, only authorized persons have access to your Social Security or other governmental identification number. We keep all documents containing this information in a secure area, accessible only by authorized persons. We limit access to electronic versions of the information to authorized persons only.

How the information is disposed of. After we no longer need your Social Security or other governmental identification numbers, we will store or destroy the information in a manner that ensures that no unauthorized person will have access to it. Our disposal method may include physical destruction or obliteration of paper documents or electronic files containing such information.

Locator services. If you found us through a locator service, please be aware that locator services are independent contractors and are not our employees—even though they may initially process rental applications and fill out lease forms. You should require any locator services you use to furnish you their privacy policies, as well.

X _____ Date: _____

X _____ Date: _____

X _____ Date: _____

Rental Application for Residents and Occupants

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

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) _____

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 _____

Fill out if you have been at your current address for less than five years.

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 _____

Fill out if you have been with your current employer for less than five years.

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 for a felony, sex crime, or any crime against persons or property?

Please indicate below the year, location, and type of each felony, sex crime, or any crime against persons or property 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 _____

Special Provisions

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): \$ 50.00
 - 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 fully filled out and signed Application and any documents required by our rental criteria, such as proof of income.
 - B. Fully filled out and signed Applications for each co-applicant (if applicable);
 - C. Application fees for all applicants;
 - D. Application deposit.

Authorization and Acknowledgment

I authorize Ariva Apartment Homes

(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. You agree the information provided may be used for business purposes.

Payment Authorization

I authorize Ariva Apartment Homes

(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 \$ 75.00 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. Giving false information is a **Class B Misdemeanor**, punishable by up to 6 months in county jail and a \$2000 fine. **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.** 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 <input type="checkbox"/> by telephone, <input type="checkbox"/> by letter, <input type="checkbox"/> by email, or <input type="checkbox"/> in person of <input type="checkbox"/> acceptance or <input type="checkbox"/> nonacceptance: _____ <small>(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.)</small>	
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: _____ _____ _____	