



Rental Application for Residents and Occupants

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

Date when filled out: _____

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 convicted or received probation 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. _____

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.
 1. Make, model, and color: _____
 Year: _____ License #: _____ State: _____
 2. Make, model, and color: _____
 Year: _____ License #: _____ State: _____
 3. 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) BEM 3

 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 **BEM 3** _____
- Property name and type of dwelling (*bedrooms and baths*) _____
- Complete street address **18290 Upper Bay Road** _____
City/State/Zip **Houston, TX 77058** _____
- 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 **3** days _____
- Beginning date and ending dates of Lease Contract _____
- Number of days' notice for termination **60** _____
- Total security deposit \$ _____ Animal deposit \$ **0.00** _____
- # of keys/access devices for **2** unit, **2** mailbox, ___ other _____
- Total monthly rent for dwelling unit \$ _____
- Rent to be paid: at the onsite manager's office, through our online payment site, **OR** at **Drop-box** _____
- Prorated rent for: first month **OR** second month _____
- Late charges due if rent is not paid on or before **3rd** _____
- Initial late charge \$ **100.00** Daily late charge \$ **20.00** _____
- Returned-check charge \$ **50.00** _____
- Animal-rules-violation charges: Initial \$ **100.00** Daily \$ **10.00** _____
- The dwelling is to be furnished **OR** 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 \$ **75.00** _____
- 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 retain all application deposits as liquidated damages, and the parties will then have no further obligation to each other.
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 required by law to be refunded 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*):\$ _____
Application deposit (*may or may not be refundable*):\$ _____
Administrative fee (*refundable only if not approved*):\$ _____
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*): **BEM 3** _____ 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: _____

**RESIDENT QUALIFYING CRITERIA
FOR AERO ON UPPER BAY APARTMENTS**

We are delighted that you are interested in leasing a dwelling in our apartment community. In order to help you in making your decision, we have listed below the criteria for qualifying as a resident with us.

1. A separate rental application must be fully completed, dated and signed by each applicant and all co-applicants. Spouses can complete one rental application.
2. The rental application will be reviewed when submitted so we'll have all information needed to determine your eligibility.
3. Each applicant must provide a government photo identification and allow it to be photocopied.
4. Applicants who are first-time renters or who do not have sufficient income under paragraph 6 below, may qualify by having the lease guaranteed by a guarantor. The guarantor must have a gross monthly income of at least 3 times the monthly rent and must meet all other qualifying criteria. The guarantor must complete and sign a lease guaranty agreement. Guarantors may be held responsible for all of the lease obligations, including the entire rent and other costs, such as damages, even if you have roommates.
5. If applicant's family will be occupying the dwelling, the family size must be appropriate for the available apartment, i.e., no more than two adults per bedroom, in most circumstances. See our attached family occupancy policy, covering various sizes and configurations of units and children's ages during the lease term.
6. Employment and monthly income must be verifiable. Total monthly income of all applicants must be 3 times monthly rent. (Otherwise, a guarantor is necessary.)
7. Applicant(s) may be denied occupancy for the following reasons:
 - Falsification of application by any applicant
 - Incomplete application by any applicant
 - Insufficient income (total of all applicants)
 - Criminal conviction history of violent or sexual crime committed by any applicant or by other occupants (including children) who plan to live in unit
 - Poor rental profile of any applicant (rental history reports are obtained). Rental history of:
 - Non-payment or frequent late payment of rent
 - Eviction
 - Drug use
 - Poor housekeeping
 - Poor supervision of applicant's children
 - Unruly or destructive behavior by applicant, applicant's children or applicant's guests
 - Violence to persons or property by applicant, applicant's children or applicant's guests

We do not discriminate on the basis of race, color, creed, religion, sex, national origin, disability or familial status.

I ACKNOWLEDGE THAT I HAD AN OPPORTUNITY TO REVIEW THE PROPERTY'S RENTAL SELECTION CRITERIA, WHICH INCLUDES REASONS WHY MY APPLICATION MAY BE DENIED, SUCH AS CRIMINAL HISTORY, CREDIT HISTORY, CURRENT INCOME, AND RENTAL HISTORY. I UNDERSTAND THAT IF I DO NOT MEET THE PROPERTY'S RENTAL SELECTION CRITERIA OR IF I FAIL TO ANSWER ANY QUESTION OR GIVE FALSE INFORMATION, THE PROPERTY MAY REJECT THE APPLICATION, RETAIN ALL APPLICATION FEES, ADMINISTRATIVE FEES, AND DEPOSITS AS LIQUIDATED DAMAGES FOR ITS TIME AND EXPENSE, AND TERMINATE MY RIGHT OF OCCUPANCY.

Applicant

Date

Applicant

Date

Applicant

Date

Applicant

Date

Owner's Representative

Date



Additional Fees Acknowledgement Sheet

I acknowledge and fully understand that during and or after the rental application process additional fees may apply. In addition, I understand information provided during the rental processing phase may require the request for additional fees, which are non-refundable at move out.

UNDERSTAND THAT IF I DO NOT MEET THE PROPERTY'S RENTAL SELECTION CRITERIA OR IF I FAIL TO ANSWER ANY QUESTION OR GIVE FALSE INFORMATION, THE PROPERTY MAY REJECT THE APPLICATION AND THIS WILL FORFEIT ANY FEES PAID SHOULD MANAGEMENT SEE FIT.

X

X

*Signature required acknowledging policies

AERO ON UPPER BAY

RESTRICTED BREEDS: full-blooded or mixed percentage of breeds below NOT ACCEPTED

- AKITA
- AMERICAN STAFFORDSHIRE TERRIER
- AMERICAN PIT BULL TERRIER
- STAFFORDSHIRE BULL TERRIER
- CHOW CHOW
- DOBERMAN PINSCHER
- GERMAN SHEPHERD
- ALASKAN MALAMUTE
- SIBERIAN HUSKY
- PRESA CANARIO
- ROTTWEILER
- WOLF HYBRID

PROHIBITS EXOTIC PETS

- SNAKES
- RABBITS
- POT BELLY PIGS
- FERRETS
- MONKEYS

Banyan Equity Management has the right to refuse any animal/pet. It is policy that any aggressive breeds not be admitted in our communities unless prescribed by a physician as a service or companion animal.

X _____

X _____

*Signature required acknowledging policies