



## Texas Heritage Property Management

### Rental Criteria Guidelines

Before you begin:

If you wish to reserve the property, you must include the Reservation Fee which is equal to the lease amount, cash, cashier's check, or money order only. Upon approval, the reservation fee will be transferred as the security deposit. If you are declined, it will be refunded to you.

Upon receipt of your reservation fee, the property will be reserved for you. Should you change your mind, and not lease the property, you will forfeit your reservation fee to Texas Heritage Real Estate. The lease must be signed within two weeks of the date deposit is made; otherwise, you will forfeit your reservation fee. Properties will not be held for longer than two weeks.

Properties will continue to be advertised until the reservation fee is received.

All applications must be **fully completed**, no exceptions. Applications received that aren't completed will not be eligible for consideration.

To complete this rental application, you must be prepared to provide 2 years of residential history as well as contact information for your rental references. Proof of income required. Include last 60 days of paystubs or 2 years of tax returns if self-employed.

Each resident over the age of 18 must submit a rental application and pay \$45 each.

- Each landlord reserves the right to accept pets; if accepted, there is a \$450 non-refundable fee for the first pet and \$250 for the second. No more than two pets permitted. If approved, the tenant will be required to purchase higher grade HVAC air filters designed to capture pet dander.

**Service Animals:** Any requests to allow for certified service animals must be accompanied by current documentation and will be reviewed for accuracy.

**Rental Criteria for pets:** Tenants may be evicted for misrepresenting any type of dog/pet, as well as for being in possession of any poisonous, dangerous, or unauthorized pet. Our pet policies are strictly enforced and can be grounds for eviction.

**Residence History:** We require verifiable residence history for two (2) years whether you currently own or rent. Applicants are responsible for providing information including the names, addresses and phone numbers of landlords with the dates of tenancy for the previous 2



years. Any evictions within the past 5 years will be automatic grounds for denial. Broken leases will be considered on a case-by-case basis.

**Credit History:** Credit history should show that the applicant has paid bills on time and does not have a history of debt write-offs or accounts that have gone into collection within 5 years of application. Money owed to a previous landlord or utility company is cause for denial.

**Errors & Omissions:** Every effort is made to provide applicants with reliable and accurate information regarding the home you are applying for; however, changes can take place to cause inaccurate information to be presented accidentally. We encourage all tenants to verify schools, allowable pets, expected features, or any HOA concerns prior to signing a lease agreement. Any information posted in MLS advertisement does not constitute a written agreement or guarantee of the fact's states.

**Smoking:** No smoking is permitted inside the home or garage. Smoking in the home is cause for eviction.

**Disabled Accessibility:** Any concerns should be submitted in writing to the property manager. We must obtain owner approval to allow modification of the premises. Appropriate building permits are required. All modifications are at the expense of the disabled person, and the disabled person must agree to restore the premises at their own expense to the pre-modified condition.

**Criminal Records:** Criminal convictions may result in the denial of your application.

**Points:**

1. Texas Heritage Real Estate may conduct periodic walk throughs of the property you live in.
2. During the last 60 days of your lease agreement, a sign and lockbox may be placed on the property you are renting, and you will be required to allow access to prospective new tenants. You may opt out of this arrangement, but it will cost an additional fee of one month's rent to do so.
3. Texas Heritage Real Estate is a ZERO TOLERANCE company regarding rent collection. Rent is due on the 1<sup>st</sup> of each month, and late the 5<sup>th</sup> of each month. Late fees begin to accrue at midnight on the 5<sup>th</sup> of the month and will continue until the late fees are paid.



4. Damage to personal property in case of theft, fire, flooding, or natural disaster does not fall under the responsibility of the building owner. Renters' insurance is a requirement and will need to be maintained during your tenancy. Please contact an insurance company of your choice, or a few selections are provided below for your consideration.

Edwards Graham Insurance

830-775-2411

Farmers Insurance

830-774-4641 / 830-774-2345

State Farm

830-469-1711

By signing below, you acknowledge and agree to the above stated terms.

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Signature

Date





### RESIDENTIAL LEASE APPLICATION

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**Each occupant and co-applicant 18 years or older must submit a separate application.**

Property Address: \_\_\_\_\_  
Anticipated: Move-in Date: \_\_\_\_\_ Monthly Rent: \$ \_\_\_\_\_ Security Deposit: \$ \_\_\_\_\_  
Initial Lease Term Requested: \_\_\_\_\_ (months)

Property Condition: Applicant  has  has not viewed the Property in-person prior to submitting this application.

**Applicant is strongly encouraged to view the Property in-person prior to submitting any application.**

Landlord makes no express or implied warranties as to the Property's condition. Applicant requests Landlord consider the following repairs or treatments should Applicant and Landlord enter into a lease: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Applicant was referred to Landlord by:

Real estate agent \_\_\_\_\_ (name) \_\_\_\_\_ (phone) \_\_\_\_\_ (e-mail)  
 Newspaper  Sign  Internet  Other \_\_\_\_\_

Applicant's name (first, middle, last) \_\_\_\_\_

Is there a co-applicant?  yes  no *If yes, co-applicant must submit a separate application.*

Applicant's former last name (maiden or married) \_\_\_\_\_

E-mail \_\_\_\_\_ Home Phone \_\_\_\_\_

Work Phone \_\_\_\_\_ Mobile/Pager \_\_\_\_\_

Soc. Sec. No. \_\_\_\_\_ Driver License No. \_\_\_\_\_ in \_\_\_\_\_ (state)

Date of Birth \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ Eye Color \_\_\_\_\_

Hair Color \_\_\_\_\_ Marital Status \_\_\_\_\_

Emergency Contact: *(Do not insert the name of an occupant or co-applicant.)*

Name and Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Name all other persons who will occupy the Property:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Age: \_\_\_\_\_

Applicant's Current Address: \_\_\_\_\_ Apt. No. \_\_\_\_\_

(city, state, zip)

Landlord or Property Manager's Name: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: Day: \_\_\_\_\_ Nt: \_\_\_\_\_ Mb: \_\_\_\_\_ Fax: \_\_\_\_\_

Date Moved-In: \_\_\_\_\_ Move-Out Date \_\_\_\_\_ Rent \$ \_\_\_\_\_

Reason for move: \_\_\_\_\_

Residential Lease Application concerning \_\_\_\_\_

Applicant's Previous Address: \_\_\_\_\_ Apt. No. \_\_\_\_\_  
(city, state, zip)

Landlord or Property Manager's Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Phone: Day: \_\_\_\_\_ Nt: \_\_\_\_\_ Mb: \_\_\_\_\_ Fax: \_\_\_\_\_  
Date Moved-In \_\_\_\_\_ Move-Out Date \_\_\_\_\_ Rent \$ \_\_\_\_\_  
Reason for move: \_\_\_\_\_

Applicant's Current Employer: \_\_\_\_\_  
Address: \_\_\_\_\_ (street, city, state, zip)

Employment Verification Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Start Date: \_\_\_\_\_ Gross Monthly Income: \$ \_\_\_\_\_ Position: \_\_\_\_\_

Note: If Applicant is self-employed, Landlord may require one or more previous year's tax return attested by a CPA, attorney, or other tax professional.

Applicant's Previous Employer: \_\_\_\_\_  
Address: \_\_\_\_\_ (street, city, state, zip)

Employment Verification Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Employed from \_\_\_\_\_ to \_\_\_\_\_ Gross Monthly Income: \$ \_\_\_\_\_ Position: \_\_\_\_\_

Note: Applicant is responsible for including the appropriate contact information for employment verification purposes.

Describe other income Applicant wants considered: \_\_\_\_\_

List all vehicles to be parked on the Property:

Type	Year	Make	Model	License Plate No./State	Mo. Payment

Will any animals (dogs, cats, birds, reptiles, fish, and other animals) be kept on the Property?  yes  no  
If yes, list all animals to be kept on the Property:

Type & Breed	Name	Color	Weight	Age in Yrs.	Gender	Neutered?	Bite History?	Rabies Shots Current?	Assistance Animal?
						<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
						<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
						<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
						<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N

If any of the animals listed above are assistance animals, please provide appropriate documentation with a reasonable accommodation request for the assistance animal(s).

<u>Yes</u>	<u>No</u>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

Will any waterbeds or water-filled furniture be on the Property?  
 Does anyone who will occupy the Property smoke?  
 Will Applicant maintain renter's insurance?  
 Is Applicant or Applicant's spouse, even if separated, in military?  
 If yes, is the military person serving under orders limiting the military person's stay to one year or less?

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

Has Applicant ever:  
 been evicted?  
 been asked to move out by a landlord?  
 breached a lease or rental agreement?  
 filed for bankruptcy?  
 lost property in a foreclosure?  
 been convicted of a crime? If yes, provide the location, year, and type of conviction below.  
 Is any occupant a registered sex offender? If yes, provide the location, year, and type of conviction below.  
 had any credit problems, slow-pays or delinquencies? If yes, provide more information below.  
 Is there additional information Applicant wants considered?

Additional comments: \_\_\_\_\_

**Authorization:** Applicant authorizes Landlord and Landlord's agent, at any time before, during, or after any tenancy, to:

- (1) obtain a copy of Applicant's credit report;
- (2) obtain a criminal background check related to Applicant and any occupant; and
- (3) verify any rental or employment history or verify any other information related to this application with persons knowledgeable of such information.

**Notice of Landlord's Right to Continue to Show the Property:** Unless Landlord and Applicant enter into a separate written agreement otherwise, the Property remains on the market until a lease is signed by all parties and Landlord may continue to show the Property to other prospective tenants and accept another offer.

**Privacy Policy:** Landlord's agent or property manager maintains a privacy policy that is available upon request.

**Fees:** Applicant submits a non-refundable fee of \$ \_\_\_\_\_ to \_\_\_\_\_ (entity or individual) for processing and reviewing this application. Applicant  submits  will not submit an application deposit of \$ \_\_\_\_\_ to be applied to the security deposit upon execution of a lease or returned to Applicant if a lease is not executed.

**Acknowledgement & Representation:**

- (1) Signing this application indicates that Applicant has had the opportunity to review Landlord's tenant selection criteria, which is available upon request. The tenant selection criteria may include factors such as criminal history, credit history, current income and rental history.
- (2) Applicant understands that providing inaccurate or incomplete information is grounds for rejection of this application and forfeiture of any application fee and may be grounds to declare Applicant in breach of any lease the Applicant may sign.
- (3) Applicant represents that the statements in this application are true and complete.
- (4) Applicant is responsible for any costs associated with obtaining information.

Applicant's Signature \_\_\_\_\_

Date \_\_\_\_\_

*For Landlord's Use:*

On \_\_\_\_\_, \_\_\_\_\_ (name/initials) notified  
 Applicant  \_\_\_\_\_ by  phone  mail  e-mail  fax  in person that Applicant was  
 approved  not approved. Reason for disapproval: \_\_\_\_\_



**AUTHORIZATION TO RELEASE INFORMATION  
RELATED TO A RESIDENTIAL LEASE APPLICANT**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
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I, \_\_\_\_\_ (Applicant), have submitted an application to lease a property located at \_\_\_\_\_ (address, city, state, zip).

The landlord, broker, or landlord's representative is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (phone) \_\_\_\_\_  
\_\_\_\_\_ (name)  
\_\_\_\_\_ (address)  
\_\_\_\_\_ (city, state, zip)  
\_\_\_\_\_ (fax)  
\_\_\_\_\_ (e-mail)

I give my permission:

- (1) to my current and former employers to release any information about my employment history and income history to the above-named person;
- (2) to my current and former landlords to release any information about my rental history to the above-named person;
- (3) to my current and former mortgage lenders on property that I own or have owned to release any information about my mortgage payment history to the above-named person;
- (4) to my bank, savings and loan, or credit union to provide a verification of funds that I have on deposit to the above-named person; and
- (5) to the above-named person to obtain a copy of my consumer report (credit report) from any consumer reporting agency and to obtain background information about me.

Applicant's Signature \_\_\_\_\_

Date \_\_\_\_\_

*Note: Any broker gathering information about an applicant acts under specific instructions to verify some or all of the information described in this authorization. The broker maintains a privacy policy which is available upon request.*

PH: (830) 775-0700

FAX: (830) 775-0766



RETURN TO:

[melissa@texasheritagere.com](mailto:melissa@texasheritagere.com)

[reception@texasheritagere.com](mailto:reception@texasheritagere.com)

VERIFICATION OF RENT FORM (VOR)

Resident Name: \_\_\_\_\_

Co-Resident (s) Name: \_\_\_\_\_

Current Address: \_\_\_\_\_

Landlord Name: \_\_\_\_\_ Owner/Manager (circle one)

Landlord Contact Information:

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

I hereby authorize Texas Heritage Real Estate Property Management to obtain any rental information in connection with rental application made and further hold all parties harmless from any liability in the release of such information. Facsimile copies of this document, as well as signatures hereon, may, in the discretion of THREPM, be treated as originals.

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

LANDLORD USE ONLY

Monthly Rent amount \_\_\_\_\_

Lease Start Date \_\_\_\_\_ End Date \_\_\_\_\_

Number of residents on lease \_\_\_\_\_

Projected Move Out Date \_\_\_\_\_

Number of late payments \_\_\_\_\_

Number of pets on lease \_\_\_\_\_

Length of Lease terms fulfilled? Yes / No

Any Outstanding balances? Yes / No

Proper notice given? Yes / No

Was resident asked to vacate? Yes /No

Any Evictions filed? Yes / No

Would you re-rent to resident? Yes / No

Any complaints/damages? \_\_\_\_\_

Completed By: \_\_\_\_\_ Date: \_\_\_\_\_



11/2/2015



## Information About Brokerage Services

*Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.*

### TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

### A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

### A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

### TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<b>Texas Heritage Real Estate</b>	<b>9011920</b>	<b>melissa@texasheritagere.com</b>	<b>(830)775-0700</b>
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
<b>Melissa Perez</b>	<b>665880</b>	<b>melissa@texasheritagere.com</b>	<b>(830)775-0700</b>
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
<b>Melissa Perez</b>	<b>665880</b>	<b>melissa@texasheritagere.com</b>	<b>(830)775-0700</b>
Sales Agent/Associate's Name	License No.	Email	Phone

\_\_\_\_\_  
Buyer/Tenant/Seller/Landlord Initials

\_\_\_\_\_  
Date

Regulated by the Texas Real Estate Commission

TXR-2501

Texas Heritage Real Estate, 2116 Veterans Blvd, #8 Del Rio TX 78840  
Melissa Perez

Information available at [www.trec.texas.gov](http://www.trec.texas.gov)

IABS 1-0 Date

Kelley Brough

Phone: 8307750700

Fax:

Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 [www.lwof.com](http://www.lwof.com)