

## **Rental Qualifying Criteria and Privacy Policy on Personal Information**

Thank you for your interest in an EQ Real Estate property. Prior to completing your application please read the following directions carefully:

- ❖ In order to secure the property you are applying for each occupant 18 years of age or older is required to submit a completed application, \$50.00 application fee AND the Application Deposit.
- ❖ To qualify we will need to verify a minimum of the past two years rental references or proof of homeownership as well as two years worth of verifiable employment. We will also complete a Credit and Criminal Background Check which must show no foreclosures, bankruptcies or judgments and no felony convictions or any other criminal convictions, excluding traffic violations, within the previous 5 years. (\*\*Compensating factors may be utilized if some of the requirements are not met. Such factors may include additional security deposits, pre-paid rent, co-signers or Lease Guarantor Agreements)
- ❖ You will be required to sign your lease within 3 days upon approval and the application deposit will be credited toward the required Security Deposit.

### **PRIVACY POLICY ON PERSONAL INFORMATION**

EQ Real Estate is 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 secured area, accessible only by authorized persons.

**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 were referred to us by an apartment locator, please be aware that the locator services are independent contractors and are not our employees – even though you may have initially begun the application process with them by filling out our rental application form(s). You should require any locator services you use to furnish you their privacy policies.

### **ACKNOWLEDGEMENT**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant's Signature

\_\_\_\_\_  
Date

**EQ REAL ESTATE  
APPLICATION AGREEMENT**

1. **Application Fee (non-refundable).** You have delivered to our representative an application fee in the amount of \$ \_\_\_\_\_, and this payment partially defrays the cost of administrative paperwork. It is non-refundable.
2. **Application Deposit.** In addition to any application fee, you have delivered to our representative an application deposit in the amount of \$ \_\_\_\_\_. It will be either (a) credited to the required security deposit under paragraph 4 below; (b) refunded under paragraph 9 below; or (c) retained by us as liquidated damages under paragraphs 5 or 6 below.
3. **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 checked) \_\_\_\_ a completed and signed application by you and each co-applicant; \_\_\_\_ an application fee has been paid to EQ Real Estate; \_\_\_\_ an application deposit has been paid to us. *If no item is checked, all are necessary for the application to be considered complete.*
4. **Approval of Application.** If you and all co-applicants have not signed the Lease Contract when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of the approval. The application deposit of all applicants will then be credited toward the required security deposit. The Lease contract is not considered complete until the Landlord's signature is on it.
5. **Failure to Sign Lease After Approval.** You and all co-applicants must sign the Lease Contract within three days after we notify you of your approval in person or by telephone. *If you or any co-applicant fails to do so, we may retain the application deposit as liquidated damages and terminate all further obligations under this Agreement.*
6. **Withdrawal before Approval.** Neither the Application nor the application deposit may be withdrawn by you or any co-applicant. 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.
7. **Non-approval 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 or by mail or telephone. You must not assume approval until you receive actual notice of approval.
8. **Refund after Non-approval.** If you or any co-applicant is disapproved or deemed disapproved under paragraph 7, we'll refund all application deposits 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.
9. **Extension of Deadlines.** If the deadline for signing, approving or refunding under paragraphs 5, 7 or 8 falls on a Saturday, Sunday or a state or federal holiday, the deadline will be extended to the end of the next day.
10. **Notice to or from co-applicants.** Any notice we give you or your co-applicant is considered notice to all applicants; and any notice from you or your co-applicant is considered notice from all co-applicants.
11. **Keys or Access Cards.** We will furnish keys and/or access cards only after (1) all parties have signed the contract and other rental documents and (2) all rents and security deposits have been paid in full.

Applicant's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Co-Applicant's Signature \_\_\_\_\_ Date: \_\_\_\_\_



# TEXAS ASSOCIATION OF REALTORS®

## 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: \$ \_\_\_\_\_

Property Condition: **Applicant is strongly encouraged to view the Property 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) \_\_\_\_\_  
☐ 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 \_\_\_\_\_ Citizenship \_\_\_\_\_ (country)

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

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

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

Previous Landlord or Property Manager's Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: Day: \_\_\_\_\_ Nt: \_\_\_\_\_ Mb: \_\_\_\_\_ Fax: \_\_\_\_\_

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

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

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

Applicant's Current Employer: \_\_\_\_\_

Address: \_\_\_\_\_ (street, city, state, zip)

Supervisor's Name: \_\_\_\_\_ 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)

Supervisor's Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Employed from \_\_\_\_\_ to \_\_\_\_\_ Gross Monthly Income: \$ \_\_\_\_\_ Position: \_\_\_\_\_

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

List all vehicles to be parked on the Property:

Type	Year	Make	Model	License/State	Mo.Pymnt.
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Will any pets (dogs, cats, birds, reptiles, fish, and other pets) be kept on the Property? ☐ yes ☐ no

If yes, list all pets to be kept on the Property:

Type & Breed	Name	Color	Weight	Age in Yrs.	Gender	Neutered?	Declawed?	Rabies Shots Current?
						<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
						<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
						<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
						<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no

Yes No

☐ ☐  
☐ ☐  
☐ ☐  
☐ ☐  
☐ ☐

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?

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?

had any credit problems (including any outstanding debt (e.g., student loans or medical bills)), slow-pays or delinquencies?

been convicted of a crime?

Is any occupant a registered sex offender?

Are there any criminal matters pending against any occupant?

Is there additional information Applicant wants considered?

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

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.

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: \_\_\_\_\_



TEXAS ASSOCIATION OF REALTORS®

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

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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:

\_\_\_\_\_ (name)  
\_\_\_\_\_ (address)  
\_\_\_\_\_ (city, state, zip)  
\_\_\_\_\_ (phone) \_\_\_\_\_ (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.*