



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: **May 31, 2018**

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 **200 Marion Pugh**

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)

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

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 _____
 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 (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 _____

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 _____

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): \$ 45.00
 - B. Application deposit (may or may not be refundable) \$ 150.00
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 Treehouse Apartments

(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 **Treehouse Apartments**

(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 \$ 30.00 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

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 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: _____

Treehouse Apartments

200 Marion Pugh Dr.

College Station, Texas 77840

Office: (979) 696-5707

Fax: (979) 693-0902

Email: treehouseapartments2@gmail.com



Statement of Rental Policy

PLEASE ACKNOWLEDGE THE FOLLOWING WITH YOUR INITIALS:

MISSION STATEMENT

Treehouse Apartments is dedicated to providing the residents a neighborhood of incomparable living.

EQUAL HOUSING OPPORTUNITY STATEMENT

We are pledged to the letter and spirit of the United States' policy for the achievement of Equal Housing Opportunity throughout the Nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers in obtaining housing because of race, color, sex, religion, handicap, family status, or nation of origin.

INCOME

Income must be at least three (3) times the amount of the monthly rental amount. In the event of roommates, each applicant must prove three (3) times the total monthly rent amount. Copies of check stubs, two most recent months of bank statements, or a notarized statement must prove alimony, allowance, scholarships, or any other source of income from the agency. Income must be verifiable, not including tips.

RENTAL APPLICATION

Each occupant without omissions or falsifications must complete a rental application. There is a \$45.00 non-refundable application fee for each applicant.

Any known negative credit history- including but not limited to collections accounts, past due accounts, monies owed to previous landlords, management companies, or apartment complexes, repossessions, charge offs, and liens – must be reported on the rental application. The Texas Apartment Association Rental Application allows space for explanation of previous credit issues. If any credit issues are not reported on the rental application but are discovered in the credit check and result in disapproval of the rental application, the security deposit will be held for liquidated damages for reason of omissions/falsifications on the rental application. The security deposit will not be refunded to the applicant.

GUARANTOR

A guarantor is only required if the resident does not pass the income or credit requirements. Income requirements will be six (6) times the monthly rental amount. Guarantors are required to meet the same credit requirements as an applicant. Guarantors are afforded space on the Lease Contract Guaranty to explain credit issues. If no credit issues are reported but are then discovered in the credit check and result in disapproval of the rental application for lack of a guarantor, the security deposit will not be refunded to the applicant. ****NO APPLICATION FEE FOR GUARANTOR****

CREDIT CHECK

A complete check of credit history will be made.

RESIDENCE – 1. Present and previous residences must have prompt payment record and sufficient notice given. 2. No history of NSF checks for rent. 3. No broken rental agreements or evictions. 4. No unpaid balances owed to previous landlord or apartment complex.

CREDIT BUREAU – 1. Must have a satisfactory credit history – no charge offs, foreclosures, etc. or must have proof of repayment. 2. Must have a verifiable United States social security number and United States driver’s license or government issued ID or fill out the supplemental rental application for non-US citizens. 3. Must have stable employment and income verification, at least six months previous employment.

CRIMINAL HISTORY

NO FELONIES or ANY MISDEMEANOR drug, sex related, assault, burglary, or theft related crime. Other criminal offenses may be subject to management discretion.

Any criminal history – including but not limited to DUIs, theft of property in any amount, drug possessions, drug paraphernalia, public intoxication, hit and runs, assault, battery, burglarizing a home or vehicle – must be reported on the rental application. The Texas Apartment Association Rental Application allows space for explanation of previous criminal history. If any criminal history is not reported on the rental application but is discovered in the background check and results in disapproval of the rental application, the security deposit will be held for liquidated damages for reason of omissions/falsifications on the rental application. The security deposit will not be refunded to the applicant.

AGE

All heads of household must be at least 18 years of age, unless family status applies.

OCCUPANCY AND NEWBORN POLICY

When residents do not constitute a family under Fair Housing laws, a maximum of two persons or one married couple per bedroom are permitted. A newborn will not count as a person until it is at least twelve (12) months old. If you are pregnant or have a child less than twelve (12) months old at the time of move-in and your newborn reaches twelve (12) months of age during the lease term after completing your lease contract you may either (1) submit a sixty (60) day notice of intent to move out at the end of lease term or when the infant reaches twelve (12) months of age, or (2) move into an apartment with more bedrooms at the then prevailing rent for the larger unit, but if the larger unit is available at that time. If you exceed our maximum per-bedroom because your newborn is older than twelve (12) months at the end of your lease term, you may not stay in that unit under any circumstances.

VEHICLES

Each resident will be issued one resident parking permit for his/her vehicle. Each apartment will be issued one (1) visitor pass. Visitors with the property’s parking permit may park in any space that is not designated for guests only. Vehicles without a visible permit can and will be towed at the violator’s expense.

RULES AND POLICIES

Residents, occupants, and all other guests shall comply with the entire rules and policies laid out by Treehouse Apartments, a copy of which is furnished upon move-in. Reasonable changes may be made from time to time. Residents are provided with a written copy of any changes.

RENTAL PAYMENTS

Monthly rent is due on the first (1st) day of each month. There will be a \$30.00 initial late fee on the fourth (4th) of each month, plus \$5.00 for each additional day after that. There will be a \$30.00 fee for all returned checks or money orders, plus the \$30.00 initial late fee and \$5.00 for each day the rent is late till all the rent is paid in full. All NSF's must be repaid by money order or cashier's check. No personal checks are accepted to repay an NSF. No exceptions!

SECURITY DEPOSIT / APPLICATION FEE

The application deposit of \$150.00 per person and the application fee of \$45.00 per person must be paid when the rental application is left in the office. Upon approval of rental application(s), the application deposit will become the security deposit for the apartment. If application is denied, the security deposit may or may not be refunded depending on the reason for denial. In the event of a cancellation of the rental application by Treehouse Apartments or by the applicant, the application deposit **will not be refunded**. Once the application is approved, a period of twenty-four (24) hours will pass before the deposit will be assessed for liquidated damages and the unit will be released.

In the event any information is falsified on the application, or if the applicant is not approved due to background check, credit check, or, negative rental verification(s) **that the applicant did not make Treehouse Apartments aware of prior to applying**, the applicant forfeits their right to a refund of the \$150.00 deposit.

PET DEPOSIT

A pet addendum must be completed for each animal in the apartment. All animals must be approved by management prior to coming on property. The resident must pay a pet deposit of \$425.00 per animal. \$200.00 of the \$425.00 is refundable and adds to the total security deposit on the apartment. \$225.00 of the pet deposit is a non-refundable fee for deodorizing and de-fleaing (additional charges may apply if the animal damages the apartment). The full pet deposit is due prior to the pet moving in. See office for breed restrictions. Unless used for guidance, animals are not to be permitted in the pool areas. There is a limit of two (2) pets per apartment.

Cats must be spayed or neutered. Pets must be on leash at all times when outside of the apartment and up to date on all vaccines as required by city statutes. For a support animal (dog, cat, monkey, pig, etc.), a written statement from a Texas licensed physician will need to support the need for a support animal.

DISCLAIMER

All prices are subject to change without notice.

By signing below, I/we agree and fully understand to the following terms, as explained in the STATEMENT OF RENTAL POLICY.

Signature of Applicant

Date

Signature of Owner's Representative

Date

TREEHOUSE APARTMENTS

200 MARION PUGH ~ COLLEGE STATION, TX 77840

PH: 979-696-5707 / FX: 979-693-0902

Applicant has paid the sum of **\$150.00** deposit as a receipt of which is hereby acknowledged as a non-interest-bearing deposit and not as a rental payment, that is to be refunded as outlined in the lease agreement. Applicant has paid a **\$ 45.00** non-refundable application fee for processing all paperwork necessary to approve this application. In the event this application is approved and the applicant fails or refuses to enter into the contemplated lease agreement, the owner shall retain the deposit as liquidated damages to cover the cost of processing the application and removing the premises from the market to hold for the applicant. In the event this application is not approved or for any other reason for which the owner is responsible, the lease agreement is not consummated, this deposit will be returned to the applicant.

This application is made with the understanding that it is subject to acceptance by the owner with execution by an officer of this company in the delivery of a current lease agreement. All applications will be processed within seven (7) days from the date the completed application is received from the applicant unless there are extenuating circumstances in receiving the documents necessary to fully process and approve this application.

ACKNOWLEDGEMENT BY THE PERSON(S) SIGNING THIS APPLICATION. The undersigned individual(s) represents all the above statements as true and complete and hereby authorize verification of such information via consumer credit reports, criminal history background reports, rental verifications on current and/or previous rental history, employment verification and income reports as well as other documentation that may be needed to approve said applicant. Failure to answer any of the above inquiries shall entitle owner to reject this application. Falsifying any portion of information given on this application shall entitle owner to (1) reject this application (2) retain the application fee(s) and deposit(s) as liquidated damages for the owner's time and expense and (3) terminate the applicants right for current and future occupancy. Falsifying information is a serious offense that could be subject to but not limited to criminal charges. In the event of a lawsuit relating to this application or rights under government regulations, the prevailing party is entitled to recover attorney's fees and all other costs associated with litigation from the non-prevailing party. Owner reserves the right to regularly and routinely furnish information to consumer reporting agencies about performance of the lease and/or other financial obligations by residents. Such information may be reported at any time and may include both favorable and unfavorable information regarding the residents' compliance with the lease agreement, rules and/or community policies and all financial obligations.

APPLICANT – PRINT NAME

DATE

APPLICANT – SIGNATURE

OWNERS REPRESENTATIVE

