



Rental Application for Residents and Occupants

TEXAS APARTMENT ASSOCIATION

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

Spouses may submit a joint application.

M E M B E R

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) BW Hutton Creek LLC

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 BW Hutton Creek LLC
- Property name and type of dwelling (*bedrooms and baths*) HUTTON CREEK APARTMENTS
- Complete street address 3525 Country Square Drive
City/State/Zip Carrollton, TX 75006
- 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 7 days
- Beginning date and ending dates of Lease Contract _____
- Number of days' notice for termination 60
- Total security deposit \$ _____ Animal deposit \$ 200.00
- # of keys/access devices for 2 unit, 1 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 _____
- Prorated rent for: first month **OR** second month _____
- Late charges due if rent is not paid on or before 3rd
- Initial late charge \$ 75.00 Daily late charge \$ 10.00
- 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 \$ _____
- 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*): BW Hutton Creek LLC 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: _____



Statement of Rental Policy/Qualification Acknowledgement

In order to assist you with your decision on your new home, we are providing a list of guidelines used to qualify residents for residency in our communities. Nothing contained in these requirements shall constitute representation by South Oxford Management that all residents and occupants currently residing in our community have met or currently meet these guidelines.

FAIR HOUSING STATEMENT. South Oxford Management and the Owner are committed to compliance with all federal, state, and local fair housing laws. It is our policy to comply with all laws prohibiting discrimination, including those that prohibit discrimination based on race, color, religion, national origin, sex, familial status, or disability.

IDENTIFICATION. Applicants must present a government issued photo identification card for all persons age 18 years and older that will be living in the apartment.

APPLICATION AND FEE. A separate rental application must be completed, dated and signed by each applicant and any individual over the age of 18. All individuals 18 years of age, or legally considered an adult by law if not living with a legal guardian, are required to be made a party to the lease. Spouses may complete one application. A non-refundable application fee, deposit and/or bond are required at the time an application is submitted.

OCCUPANCY. Unit occupancy shall not exceed 2 persons per bedroom. Children younger than six months are not considered occupants in determining this factor of eligibility. The Company will comply with applicable laws that require higher or lower occupancy ratios.

INCOME. All applicants must have a combined source of income in an amount no less than **Three (3) times** the market rental rate. Acceptable Sources of Income may be any of the following: Three (3) most current paycheck stubs. If applicant is starting a new job, the future position and salary must be verified in writing via an offer letter on company letterhead and effective on or before the proposed move-in date. If applicants are self-employed or receive money from non-employment sources, proof of income through: (1) a copy of the previous year's tax returns, (2) a financial statement from a CPA verifying income, or photocopies of three (3) most current bank statements illustrating the ability to pay rent through the entire lease term. (Other income may mean, but is not limited to, alimony/child support, trust accounts, social security, unemployment, welfare, grants/loans).

INCOME RESTRICTED: If you are applying at an income restricted community please review the supplemental income exhibit for specific income qualifications.

RENTAL HISTORY Less than satisfactory rental history including, Evictions and/or Outstanding Debt to a previous Landlord may result in an automatic denial.

CREDIT HISTORY. Our screening agency evaluates credit, debt to income and rental history against indicators of future rent payment performance. Any unsatisfactory finding may result in the requirement of an additional deposit, guarantor, or denial.

GUARANTORS. Are only accepted for full time students. All guarantors must have a combined source of income in an amount no less than Six **(6)** times the market rental rate. If a guarantor is needed, they must meet the entire qualifying criteria as presented herein. The guarantor must pay an application processing fee and sign the Guarantor Addendum.

CRIMINAL HISTORY. A criminal background screening will be conducted for all applicants including Felony and Misdemeanor convictions and charges. The following offenses including Deferred, Convictions, Charges, and Sex Offender Registrants will result in automatic denial.

Crimes Against Person involving Assault, Homicide, Kidnapping, and Sex related: **Felony convictions** within 50 years and charges pending trial within 5 years, **Misdemeanor convictions** within 10 years and charges pending trial within 5 years.

Crimes Against Property involving Arson, Burglary, Motor Vehicle Theft, Counterfeiting, Embezzlement, Extortion, Fraud, Robbery, Stolen Property, Destruction of property: **Felony convictions** up to 15 years and charges pending trial up to 5 years, **Misdemeanor convictions** up to 5 years and charges pending up to 3 years.

Crimes Against Society involving Obstruction of the Law, Disorderly conduct, Drunkenness, DUI, Liquor Law, Pornography, Prostitution, Traffic, Trespassing, Drugs, Weapons, Peeping Tom: **Felony convictions** up to 15 years and charges pending trial up to 5 years, **Misdemeanors** involving Drugs, Weapons, Peeping Tom convictions up to 5 years and charges pending trial up to 3 years.

Offenses involving Drug/Narcotic Sale or Manufacture; **Felony convictions** within 50 years, charges pending trial within 5 years, **Misdemeanor convictions** within 10 years, charges pending trial within 3 years.

PETS. Pet restrictions vary at each community. If you have pets, please see your leasing representative for more information.

Rental Scoring & Your Rental Application

We rely upon a "Rental Score" to estimate the relative financial risk of leasing an apartment to you. In addition to estimating risk, rental scores are an objective and consistent way of reviewing relevant applicant information, and help speed the application approval process.

How is my rental score determined?

Rental scoring systems assign points to certain factors identified as having a statistical correlation to future financial lease performance. Your rental score results from a mathematical analysis of information found in your credit report, application data, and previous rental history. Such information may include your bill-paying history, the number and type of accounts you have, collection actions, outstanding debt, and the number of inquiries in your consumer report. The final number, or rental score, represents an estimated level of risk as compared to the performance of other consumers in a range of scores.

Because your rental score is based upon real data and statistics, it is more reliable than subjective methods of evaluating your information. Rental scoring treats all applicants consistently and impartially. Additionally, your rental score never uses certain characteristics like-- race, color, sex, familial status, handicap, national origin, or religion as factors.

What can I do to improve my rental score?

Your rental score may change based upon changes of the underlying information. The total improvement, however, generally depends on how that factor relates to other factors considered by the scoring system. Nevertheless, to improve your rental score, concentrate on paying your bills on time, paying down outstanding balances, and not taking on new debt.

NOTIFICATION OF DENIAL OR CONDITIONAL APPROVAL

You have a right under the Fair Credit Reporting Act to a free copy of your consumer report from CoreLogic SafeRent, LLC, the reporting agency used by South Oxford Management to evaluate your background information if the request is made no later than 60 days after you receive notification of a denial or conditional approval. In evaluating your application, information obtained from or through CoreLogic SafeRent, LLC, which may include credit information or consumer information from one or more of the credit bureaus or consumer reporting agencies, may have influenced South Oxford Management decision in whole or in part. **These consumer-reporting agencies and/or credit bureaus DID NOT make the decision to take adverse action and are unable to provide specific reasons why adverse action was taken.**

Signature of Applicant

Date

Signature of Applicant

Date

Signature of Applicant

Date

Signature of Applicant

Date

South Oxford Management /Agent for Owner

Date

