

Resident Qualifying Criteria for Wright-Way Real Estate & Property Management

We are excited that you are interested in leasing your new home from us. In order to help you in making your decision, we have listed below our criteria for qualifying as a resident.

1. A separate rental application must be fully completed, dated, and signed by each individual over the age of 18 that will be residing in the unit for more than 5 days in any given month. Spouses with the same last name may complete one joint application and pay one application fee.
2. The rental application will be reviewed at the time of submission to ensure that we have the information we need to determine your eligibility, a \$40.00 fee, per application, will be due at this time
3. Each applicant must provide a current, government issued, photo identification and allow it to be photocopied, all applicants must be 18 years or older.
4. Applicants who are first time renters or do not have sufficient income (under paragraph 6 below) may qualify by having the lease contract guaranteed. The guarantor must have a gross monthly income of at least 5 times the monthly rent and must meet all other qualifying criteria. The guarantor must complete and sign a lease guaranty agreement. Only employers or immediate family members will qualify as guarantors.
5. If applicant's family will be occupying the apartment, the family size must be appropriate for the available apartment; no more than two persons per bedroom.
6. Employment and monthly income must be verifiable. Total monthly income of all applicants must be 3 times greater than the monthly rent. Self employed persons will be required to bring copies of their IRS tax returns as proof on income.
7. Applicant(s) may be denied occupancy for the following reasons:
 - a. Falsification of application by any applicant
 - b. Incomplete application by applicant
 - c. Insufficient income (total of all applicants)
 - d. Felony conviction or Criminal conviction of a crime of a violent or sexual nature, committed by an applicant or any occupants, including children. Convictions of 5 years or older will be considered on a case-by-case basis.
 - e. Poor credit history of any applicant. Credit reports are obtained and a maximum of 5 negative marks with in the last 5 years are allowed.
 - f. Poor rental history (rental reports are obtained) Rental history of:
 - *Non-payment or frequent late payment of rent
 - *Eviction for any reason of applicant or occupant
 - *Unruly or destructive behavior by applicant, applicant's children or applicant's guest(s)
 - *Violence to persons or property by applicant, applicant's children or applicant's guest(s)

We uphold the guidelines set forth by the Fair Housing Authority and do not discriminate against any applicant on the basis of race, creed, religion, sex, national origin, disability or family status.

Deposit Information and Holding a Unit

All rentals are available on a first come, first serve basis.

- If you are interested in a unit and would like us to take that unit off the market and hold it for you we require that an application deposit be paid, in full. **An application alone, with a deposit, will NOT hold a unit.** The following are a few things that you should be aware of in regards to holding units, the application process, and the refunding, or non-refunding, of deposits paid in.
- A deposit will hold a unit for 1 business day without an application. If we have not received an application within 1 business day the unit will go back on the market. Your deposit is refundable.
 - Once an application is received we will continue to hold the unit until the application has been processed. Your deposit is still refundable.
 - If the application is denied for any reason other than falsification of information the unit will go back on the market and your deposit will be refunded.
 - Upon approval of an application we will notify one applicant. Upon notification of approval a lease start date must be confirmed within 24-hours. The deposit is no longer refundable. Even if you fail to sign a lease or move in.
 - A deposit will hold a unit for a maximum of 2 weeks from the date that the application is approved or the unit is ready to be occupied; which ever comes first.
 - Upon approval of you application our office will attempt to notify you. If you have not responded to our notification attempts within 2 business days your deposit will become non-refundable and the unit will go back on the market.

Signing this acknowledgement indicates that you have had the opportunity to review the landlord's tenant selection criteria. This may include factors such as criminal history, credit history, current income and rental history. If you do not meet the selection criteria, or if you provide inaccurate or incomplete information, your application may be rejected, and your application fee will not be refunded.

Applicant _____	Date _____	Applicant _____	Date _____
Applicant _____	Date _____	Leasing Agent _____	Date _____
Unit: _____	Rent: _____	Deposit: _____	Pet Dep/Fee: _____ Lease Term: _____

\$40.00 Application Fee must be paid PRIOR to processing

\$40.00 Application Fee due for ALL occupants over 18 unless legally married with the same last name
Application and/or Security Deposit must be paid in full; we DO NOT allow payment plans on Deposits
We accept cash for application fees only, all other payments may be made with a check, money order, credit card ~ Visa, Master Card, or Discover Card – We DO NOT accept American Express

**PRIVACY POLICY FOR PERSONAL INFORMATION
OF RENTAL APPLICANTS AND RESIDENTS**

We are dedicated to protecting the privacy of your personal information, including your Social Security Number and other identifying or sensitive personal information. Our policy and procedures are designed to help ensure that your information is kept secure, and we work to follow all federal and state laws regarding the protection of your personal information. While no one can guarantee against identity theft or the misuse of personal information, protecting the information you provide us is a high priority to our company and staff. If you ever have concerns about this issue, please feel free to share them with us.

How personal information is collected. You will be asked to furnish some of your personal information when 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 use this information only for our business purposes involved in leasing a dwelling to you. Examples of these uses include, but are not limited to, verifying statements made on your rental application (such as your rental, credit and employment history), reviewing your lease for renewal and enforcing your lease obligations (such as to obtain payment for money you may owe us in the future).

How the information is protected and who has access. We allow only authorized persons to have access to your personal information, and we keep documents and electronic records containing this information in secure areas and systems.

How the information is disposed of. After we no longer need or are required to keep your personal information, we will store or destroy it in a manner designed to prevent unauthorized persons from accessing it. Our disposal methods will include shredding, destruction or obliteration of paper documents and destruction of electronic files.

Locator services. If you found us through a locator service, please be aware that locator services are independent contractors and are not our employees or agents—even though they may initially process rental applications and fill out lease forms. You should require any locator services you use to furnish you their own privacy policies.

Thanks,

The Management

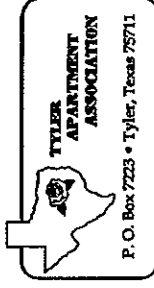
Wright-Way Real Estate & Property Management

Commentary. To protect consumers against identity theft, Texas law requires that you adopt a privacy and confidentiality policy for Social Security numbers and make the policy available to all rental applicants from whom you require a Social Security number. The policy must include: how the information is collected, how and when it is used, how it is protected, who has access to the information and how the information is disposed of. The TAA model privacy policy meets those requirements. The law requires any provider of "goods or services" who requires a Social Security number from an applicant to provide the applicant with the privacy policy, upon request. A lease is generally considered a "service," so all rental property owners must comply. The State of Texas can seek a fine of up to \$500 a month for failure to provide the policy.



TEXAS APARTMENT ASSOCIATION

Rental Application for Residents and Occupants



P. O. Box 7223 • Tyler, Texas 75711

0321201201360196031801

Date when filled out:

FOUND

Full name (exactly as on driver's license or govt. ID card)

Your street address (as shown on your driver's license or government ID card):

Driver's license # and state:
OR govt. photo ID card #:
Former last names (maiden and married):
Your Social Security #:
Birthdate:
Sex:
Marital Status:
Are you a U.S. citizen?
Will you or any occupant have an animal?

Current home address (where you now live):

City/State/Zip:
Home/cell phone:
Email address:
Name of apartment where you now live:
Current owner or manager's name:
Their phone:
Why are you leaving your current residence?

Previous home address (most recent):

City/State/Zip:
Apartment name:
Name of above owner or manager:
Their phone:
Date you moved in:
Date you moved out:

YOUR WORK

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:
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 OCCUPANCY HISTORY

You must check if applicable. Have you, your spouse, or any occupant listed in this Application ever:
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 charged, detained, or arrested for a felony or sex crime that was resolved by conviction, probation, deferred adjudication, court-ordered community supervision, or pretrial diversion?
been charged, detained, or arrested for a felony or sex-related crime that has not been resolved by any method?
Please indicate below the year, location and type of each felony and sex crime other than those resolved by dismissal or acquittal. We may need to discuss more facts before making a decision. You represent the answer is "no" to any item not checked above.

YOUR SPOUSE

Former last names (maiden and married):
Spouse's Social Security #:
Driver's license # and state:
OR govt. photo ID card #:
Birthdate:
Sex:
Are you a U.S. citizen?
Present employer:
Address:
City/State/Zip:
Work phone:
Position:
Email address:
Date began job:
Supervisor's name and phone:

OTHER OCCUPANTS

Names of all persons under 18 and other adults who will occupy the unit without signing the lease. Continue on separate page if more than three.
Name:
Sex:
DL or govt. ID card # and state:
Relationship:
Birthdate:
Social Security #:
Name:
Sex:
DL or govt. ID card # and state:
Relationship:
Birthdate:
Social Security #:
Name:
Sex:
DL or govt. ID card # and state:
Relationship:
Birthdate:
Social Security #:

YOUR VEHICLES

List all vehicles owned or operated by you, your spouse, or any occupants (including cars, trucks, motorcycles, trailers, etc.). Continue on separate page if more than three.
Make, model and color:
Year:
License #:
State:
Make, model and color:
Year:
License #:
State:
Make, model and color:
Year:
License #:
State:

YOUR RENTAL HISTORY

Were you referred?
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?
Internet site:
Rental publication:
Newspaper (name):
Other:
Stopped by:

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.

YOUR AUTHORIZATION

I or we authorize (owner's name)
Applicant's signature
Spouse's signature
to: (1) share the above information with owner's electric provider, and (2) verify, by all available means, the above, including reports from consumer reporting agencies before, during and after tenancy on matters relating to my lease, and income history and other information reported by employer(s) 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.

Contemplated Lease Contract Information

To be filled in only if the Lease Contract is not signed by resident(s) at 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 Lease Contract _____
- Name of Owner/Lessor _____
- Property name and type of dwelling (bedrooms and baths) _____
- Complete street address _____
City/State/Zip _____
- Names of all other occupants not signing Lease Contract (persons under age 18, relatives, friends, etc.) _____
- Total number of residents and occupants _____
- Our consent necessary for guests staying longer than 5 days;
- Beginning date and ending date of Lease Contract _____
- Number of days notice for termination _____
- Total security deposit \$ 0.00 ; Animal deposit \$ _____
- # of keys/access devices for 2 unit, 0 mailbox, 0 other _____
- Total monthly rent for dwelling unit \$ _____
- Rent to be paid: at the onsite manager's office; through our online payment site; at **Weight-Way Services** _____
- Prorated rent for: first month or second month \$ _____

- Late charges due if rent is not paid on or before 2nd ;
- Initial late charge \$ 50.00 ; Daily late charge \$ 10.00 ;
- Returned-check charge \$ 50.00 ;
- Animal violation charges: Initial \$ 100.00 ; Daily \$ 10.00 ;
- Check if the dwelling is to be furnished:
 - Utilities/Services 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 or 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 month, or exact day designated in move-out notice;
- If dwelling unit is house or duplex, owner will be responsible under paragraph 26 of the Lease Contract for lawn/plant maintenance, lawn/plant watering, picking up trash from grounds, lawn/plant fertilization, trash receptacles. If not checked, applicant will be responsible. The applicant will be responsible for the first \$ 0.00 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. However, 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, or fail to answer any question or 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 the 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 the 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 3 days after we give you our approval in person, by telephone or by email, or within 5 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.

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 same 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 an original of the Lease Contract after it is fully signed.

Applicant's Signature: _____

Signature of Spouse: _____

Signature of Owner's Representative: _____

Date: _____

Date: _____

Date: _____

FOR OFFICE USE ONLY

1. Apt. name or dwelling address (street, city): _____
2. Person accepting application: _____
3. Date that applicant or co-applicant was notified by telephone, letter, or in person of acceptance or nonacceptance: _____
4. (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(s) who were notified (at least one applicant must be notified if multiple applicants): _____
6. Name of owner's representative who notified above person(s): _____

Unit # or type: _____

Phone: (_____) _____

Phone: (_____) _____

