

**Hattaway Properties Inc.**

**605 S. Main Street Copperas Cove, TX 76522**

**Office: (254) 628-7512 Email: hattawayproperties@hot.rr.com**

**Application Property Address:** \_\_\_\_\_

**Applicant Name:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

We are delighted you are interested in leasing with Hattaway Properties. Please take time to review our criteria and guidelines **BEFORE** you submit an application with a **NONREFUNDABLE** fee. We do not discriminate against any person of race, color, religion, sex, national origin, familial status or handicap and we comply with all state and federal fair housing and anti-discrimination laws.

### **Rental Qualifying Criteria and Guidelines**

**Application:** All occupants 18 years of age or older must complete an application and pay a **NONREFUNDABLE** fee of \$40. Each applicant must provide a government issued photo ID card and allow a photocopy. A military id card may not be used.

**Income:** Applicants must have a gross income of **NO LESS** than 3 times the rent amount. Proof of income such as pay stubs, LES, social security, housing voucher, etc must be furnished with the application. If self employed, we require the previous year tax return, W-2's and bank statements for our review.

**Employment:** Applicant must have verifiable current employment. Full time student status may be accepted as an alternative to employment history but we reserve the right to require a lease guarantor for a student if it is necessary to comply with our qualifying criteria.

**Co-Signer/Lease Guarantor:** If a co-signer is requested, they must meet all qualifying criteria with the exception of income - the lease guarantor must gross **NO LESS** than 5 times the rent amount. **If approved, it is important to understand that Guarantors are jointly and severally liable for all provisions of the lease.**

**Roommate Policy:** Roommates are not allowed without the property owner's approval. A roommate is any unmarried individual. When roommates are permitted, each adult must sign the lease and pay a full security deposit. We do not permit subletting to roommates.

**Automatic Rejection: Automatic Denial for the following:** Falsification or incomplete information; any applicant with a violent felony conviction or conviction of manufacture, possession and distribution of a controlled substance conviction; any applicant having been evicted by a prior landlord **UNLESS** the debt has been paid in full.

**Credit, Bankruptcy or Foreclosure:** A credit report is run on each applicant. **Credit reports are pulled through Experian ONLY.** If bankruptcy or foreclosure has occurred within the last 2 years, a hold/security deposit equal to one and a half times the property's standard security deposit will be required. Credit history must be deemed satisfactory to Hattaway Properties. If other questionable account issues such as no current, satisfactory or delinquent accounts are

identified, we reserve the right to deny the application in its entirety or ask for an increased security deposit. Options will be discussed with the applicant before a final decision is rendered.

**Security Deposit and Hold Deposit:** A security deposit is required and must be paid before taking occupancy. No security deposits will be waived. Security deposits may be higher than advertised due to credit, rental verification, or other substantive reasons. If a **HOLD** deposit is paid and a **HOLD** is placed on the property the money is **NON REFUNDABLE** should applicant change their mind and not take the property for ANY reason. A **HOLD** deposit will hold the property for 10 calendar days. Once applicant completes a lease on the property, the **HOLD** deposit will become the security deposit.

**Lease:** Ten (10) days from receipt of the **HOLD** deposit, the lease must be signed by all parties or the Hold deposit is forfeited.

**Move in Special/Admin Fee:** If the property for which you've applied advertises a move in special or admin fee, it is **NON REFUNDABLE** should applicant not take the property for any reason.

**Pet Fee:** If the property allows a pet, a nonrefundable pet fee of \$250 per pet and a photo of the pet taken by our office personnel will be required at the time of lease signing. Any pet must be at least one (1) year old. This nonrefundable pet fee is for that particular pet only and no other. Aggressive breeds or breed/mixes that are NOT ALLOWED under any circumstances include those excluded by our insurance carrier to include, but NOT limited to: Pit Bull, Rottweiler, Doberman, Chow, Staffordshire Terrier, Bull Mastiff and American Bulldog. Pets also excluded are reptiles, mammals, rodents, birds, and any other exotic defined animal. To review, all approved pets must be at least 1 year old, pet fees are not transferrable and they are not refundable. Monthly pet rent of \$25 per pet.

**Property Use Guidelines:** No home based day care is allowed. Any home based business **MUST** be approved by Hattaway Properties. We do not allow trampolines or swimming pools (over 18: deep) on any property. Residents are encouraged to purchase renter's insurance and furnish a copy of the policy to our office. Our lease places responsibility on the resident for many property damage occurrences such as a broken window or vandalism to premises, etc and more than likely, many of these occurrences would be covered under a renter's insurance policy.

I acknowledge I have received the rental selection criteria and understand if I do not meet the criteria, and or fail to answer any question or give false information, Hattaway Properties may reject the application and retain all fees. I understand my application is being made for the property in its current condition; no warranties or guarantees are being made concerning future cleaning or other repairs.

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Applicant

Date

Our privacy policy is available upon request. Please initial here \_\_\_\_\_



## 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)

### A. Applicant Identification:

**Applicant's name** (as listed on proof of identification) \_\_\_\_\_

Applicant's former last name (if applicable) \_\_\_\_\_

E-mail \_\_\_\_\_ Mobile Ph. \_\_\_\_\_

Work Ph. \_\_\_\_\_ Home Ph. \_\_\_\_\_

Do you consent to receiving text messages?  yes  no Soc. Sec. No. \_\_\_\_\_

Driver License/ID No. \_\_\_\_\_ in \_\_\_\_\_ (state) Date of Birth \_\_\_\_\_

Height \_\_\_\_\_ Weight \_\_\_\_\_ Eye Color \_\_\_\_\_ Hair Color \_\_\_\_\_

Are there co-applicants?  yes  no **Note: If yes, each co-applicant must submit a separate application.**

Co-applicant's name \_\_\_\_\_ relationship \_\_\_\_\_

Co-applicant's name \_\_\_\_\_ relationship \_\_\_\_\_

Co-applicant's name \_\_\_\_\_ relationship \_\_\_\_\_

### B. 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: \_\_\_\_\_

### C. Representation and Marketing:

Is Applicant represented by a REALTOR® or other agent?  yes  no

If yes, Name: \_\_\_\_\_

Company: \_\_\_\_\_

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

Applicant was made aware of Property via:

Sign  Internet  Other \_\_\_\_\_

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

**D. Applicant Information:**

**Housing:**

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

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

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

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

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

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

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

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

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

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

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

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

**Employment and Other Income:**

**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: \_\_\_\_\_

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

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

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

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

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

**E. Occupant Information:**

Name all other persons that are not co-applicants who will occupy the Property:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ DOB: \_\_\_\_\_

**F. Vehicle Information:**

List all vehicles to be parked on the Property (cars, trucks, boats, trailers, motorcycles, other types of vehicles):

Type	Year	Make	Model	License Plate No./State	Mo. Payment
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**Note: State, local, and/or HOA ordinances may restrict your ability to park certain vehicles on the Property.****G. Animals:**

Will any animals (dogs, cats, birds, reptiles, fish, other types of 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?	Shots Current?	Rabies	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				

*If any of the animals listed above are assistance animals, please provide appropriate documentation with a reasonable accommodation request for the assistance animal(s).***H. Additional Information:****Yes** **No**

<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 or vape?

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:

**Yes** **No**

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

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.

Has applicant had any credit problems, slow-pays or delinquencies? If yes, provide more information below.

Is there additional information Applicant wants considered?

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

## I. Authorization:

Applicant authorizes Landlord and Landlord's authorized 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 \$ 40.00 to Hattaway Properties, Inc. (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.

**Notice: Pursuant to Texas Property Code Chapter 5, Subchapter H, certain buyers and renters may be prohibited from purchasing real property or entering into leases for one year or more. Buyers and renters who believe these restrictions may apply to them should consult an attorney before entering into the transaction.**

## 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  in person that Applicant was  approved  not approved. Reason for disapproval: \_\_\_\_\_



## 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:

**Hattaway Properties, Inc.** \_\_\_\_\_ (name)  
**605 S. Main Street** \_\_\_\_\_ (address)  
**Copperas Cove, TX 76522** \_\_\_\_\_ (city, state, zip)  
**(254)628-7512** \_\_\_\_\_ (phone) \_\_\_\_\_ (fax)  
**[hattawayproperties@hot.rr.com](mailto:hattawayproperties@hot.rr.com)** \_\_\_\_\_ (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.

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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.*



## Information About Brokerage Services

*Texas law requires all real estate license holders 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.

**WRITTEN AGREEMENTS ARE REQUIRED IN CERTAIN SITUATIONS:** A license holder who performs brokerage activity for a prospective buyer of residential property must enter into a written agreement with the buyer before showing any residential property to the buyer or if no residential property will be shown, before presenting an offer on behalf of the buyer. This written agreement must contain specific information required by Texas law. For more information on these requirements, see section 1101.563 of the Texas Occupations Code. **Even if a written agreement is not required, to avoid disputes, all agreements between you and a broker should be in writing and clearly establish: (i) the broker's duties and responsibilities to you and your obligations under the agreement; and (ii) the amount or rate of compensation the broker will receive and how this amount is determined.**

### 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 by the buyer or buyer's agent. **An owner's agent fees are not set by law and are fully negotiable.**

**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. **A buyer/tenant's agent fees are not set by law and are fully negotiable.**

**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.

### A LICENSE HOLDER CAN SHOW PROPERTY TO A BUYER/TENANT WITHOUT REPRESENTING THE BUYER/TENANT IF:

- The broker has not agreed with the buyer/tenant, either orally or in writing, to represent the buyer/tenant;
- The broker is not otherwise acting as the buyer/tenant's agent at the time of showing the property;
- The broker does not provide the buyer/tenant opinions or advice regarding the property or real estate transactions generally; and
- The broker does not perform any other act of real estate brokerage for the buyer/tenant.

Before showing a residential property to an unrepresented prospective buyer, a license holder must enter into a written agreement that contains the information required by section 1101.563 of the Texas Occupations Code. The agreement may not be exclusive and must be limited to no more than 14 days.

**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>Hattaway Properties, Inc.</b>	<b>9003063</b>	<b>hattawayproperties@hot.rr.com</b>	<b>(254)628-7512</b>
Name of Sponsoring Broker (Licensed Individual or Business Entity)	License No.	Email	Phone
<b>Michelle Garner</b>	<b>638097</b>	<b>michelle@hattawaygroup.com</b>	<b>(512)373-6456</b>
Name of Designated Broker of Licensed Business Entity, if applicable	License No.	Email	Phone
Name of Licensed Supervisor of Sales Agent/Associate, if applicable	License No.	Email	Phone
<b>Michelle Garner</b>	<b>638097</b>	<b>michelle@hattawaygroup.com</b>	<b>(254)628-7512</b>
Name of Sales Agent/Associate	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

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

Regulated by the Texas Real Estate Commission

Michelle Garner

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Application