

Hattaway Properties Inc.

605 S. Main Street Copperas Cove, TX 76522

Office: (254) 628-7512 Email: hattawayproperties@hotmail.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.

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)

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: _____

Applicant was referred to Landlord by:
 Real estate agent _____ (name) _____ (phone) _____ (e-mail)
 Newspaper Sign Internet Other _____

Applicant's name (first, middle, last) _____
Is there a co-applicant? yes no **If yes, co-applicant must submit a separate application.**
Applicant's former last name (maiden or married) _____

E-mail _____ Home Phone _____
Work Phone _____ Mobile/Pager _____
Soc. Sec. No. _____ Driver License No. _____ in _____ (state)
Date of Birth _____ Height _____ Weight _____ Eye Color _____
Hair Color _____ Marital Status _____

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

Name and Relationship: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ E-mail: _____

Name all other persons who will occupy the Property:
Name: _____ Relationship: _____ Age: _____
Name: _____ Relationship: _____ Age: _____
Name: _____ Relationship: _____ Age: _____
Name: _____ Relationship: _____ Age: _____

Applicant's Current Address: _____ Apt. No. _____

(city, state, zip)

Landlord or Property Manager's Name: _____ Email: _____
Phone: Day: _____ Nt: _____ Mb: _____ Fax: _____
Date Moved-In: _____ Move-Out Date _____ Rent \$ _____
Reason for move: _____

Residential Lease Application concerning _____

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

Landlord or Property Manager's Name: _____ Email: _____
Phone: Day: _____ Nt: _____ Mb: _____ Fax: _____
Date Moved-In _____ Move-Out Date _____ Rent \$ _____
Reason for move: _____

Applicant's 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: _____

List all vehicles to be parked on the Property:

Type	Year	Make	Model	License Plate No./State	Mo. Payment

Will any animals (dogs, cats, birds, reptiles, fish, and other 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?	Rabies Shots Current?	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
						<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
						<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
						<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).

<u>Yes</u>	<u>No</u>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<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?
 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?

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

Has Applicant ever:
 been evicted?
 been asked to move out by a landlord?
 breached a lease or rental agreement?
 filed for bankruptcy?
 lost property in a foreclosure?
 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.
 had any credit problems, slow-pays or delinquencies? If yes, provide more information below.
 Is there additional information Applicant wants considered?

Additional comments: _____

Authorization: Applicant authorizes Landlord and Landlord's agent, at any time before, during, or after any tenancy, to:

- (1) obtain a copy of Applicant's credit report;
- (2) obtain a criminal background check related to Applicant and any occupant; and
- (3) verify any rental or employment history or verify any other information related to this application with persons knowledgeable of such information.

Notice of Landlord's Right to Continue to Show the Property: Unless Landlord and Applicant enter into a separate written agreement otherwise, the Property remains on the market until a lease is signed by all parties and Landlord may continue to show the Property to other prospective tenants and accept another offer.

Privacy Policy: Landlord's agent or property manager maintains a privacy policy that is available upon request.

Fees: Applicant submits a non-refundable fee of \$ 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.

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 fax 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:

<u>Hattaway Properties, Inc.</u>	(name)
<u>605 S. Main Street</u>	(address)
<u>Copperas Cove, TX 76522</u>	(city, state, zip)
<u>(254)628-7512</u>	(phone)
<u>hattawayproperties@hotmail.com</u>	(e-mail)

I give my permission:

- (1) to my current and former employers to release any information about my employment history and income history to the above-named person;
- (2) to my current and former landlords to release any information about my rental history to the above-named person;
- (3) to my current and former mortgage lenders on property that I own or have owned to release any information about my mortgage payment history to the above-named person;
- (4) to my bank, savings and loan, or credit union to provide a verification of funds that I have on deposit to the above-named person; and
- (5) to the above-named person to obtain a copy of my consumer report (credit report) from any consumer reporting agency and to obtain background information about me.

Applicant's Signature

Date

Note: Any broker gathering information about an applicant acts under specific instructions to verify some or all of the information described in this authorization. The broker maintains a privacy policy which is available upon request.



Information About Brokerage Services

Texas law requires all real estate licensees 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.

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 or subagent by the buyer or buyer's agent.

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.

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.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

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.

HATTAWAY PROPERTIES INC

Licensed Broker /Broker Firm Name or

Primary Assumed Business Name

Michelle Garner

Designated Broker of Firm

Licensed Supervisor of Sales Agent/
Associate

Bridget Hattaway

Sales Agent/Associate's Name

9003063

License No.

hattawayproperties@hotmail.com

Email

(254)628-7512

Phone

638097

License No.

michelle@hattawaygroup.com

Email

(512)373-6456

Phone

License No.

Email

Phone

518023

License No.

bridgethattaway@hotmail.com

Email

(254)290-7512

Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

IABS 1-0 Date

Application