

## APPLICATION AGREEMENT AND AUTHORIZATION

The following Application Agreement and Authorization 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, some provisions may become applicable before signing a Lease. To proceed with this Application, please review the [Application Agreement and Authorization](#) carefully and confirm that you accept its terms. Prospective tenants, co-signers, and guarantors should review all documents and disclaimers available on our website at the following link: [Forms and Resources](#).

### Electronic Communication Consent

By submitting this Application Agreement and Authorization, you consent to receive all notices, including application updates and Adverse Action Notices, by electronic means at the email address you provide. You affirm you have access to that email account and understand you may withdraw this consent in writing at any time.

### Tenant Selection Criteria and Grounds for Denial

Before submitting an application or paying any fee or deposit, you have the right to review our Tenant Selection Criteria, which explains grounds for denial. These criteria are listed below and are also on our website at the following link: [Tenant Selection Criteria](#)

Applicants may be denied based on one or more of the following:

1. **Criminal Background**
2. **Previous Rental History**, including evictions, lease violations, or unpaid rent
3. **Income** that does not meet the requirement of at least three (3) times the monthly rent in gross verifiable income
4. **Unsatisfactory Credit History**, including credit score, excessive debt, delinquencies, or bankruptcies
5. **Failure to provide accurate or complete information** on the application

### Lease Approval, Signing Deadlines, and Move-In Requirements

1. **Lease information.** The Lease contemplated by the parties will be the current Texas Realtors® Residential Lease. Special information and conditions must be explicitly noted on the Lease. You are encouraged to read the Lease prior to signing it. A blank copy of the Lease is available on our website at the following link: [Texas Realtors® Residential Lease Sample](#).

2. **Approval when the Lease isn't yet signed.** If you or any co-applicants have not signed the Lease at the time your application is approved, our representative will notify you (or one of you if there are co-applicants) of the approval. The Lease will be signed by our representative **after** all applicants have signed. The full security deposit is due on or before the date the Lease is executed, as specified in the Lease agreement.
3. **If you fail to sign the Lease after approval.** Unless we authorize otherwise in writing, you and all co-applicants must sign the Lease within **3 days of being notified of approval in person or by telephone**, or within **5 days of the date we mail the approval to you**. If you or any co-applicants fail to sign the Lease within the required time frame, your application will be considered withdrawn, and all obligations under this Agreement will end.
4. **Extension of deadlines.** If the deadline for approval falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next business day.
5. **Securing the property and removal from the market.** A property is not considered secured—and will remain actively marketed—until all of the following conditions are met: (1) all applicants have been approved; (2) the Lease has been fully signed by all parties; and (3) the full security deposit has been received. Submitting an application or paying the application fee does not guarantee approval or hold the property. We reserve the right to continue accepting applications and marketing the property until all leasing requirements are fulfilled.
6. **Keys or access devices.** We will provide keys and/or access devices only after all of the following have occurred: (1) the Lease and all required rental documents have been signed by all parties; (2) all required payments, including rent, security deposit, and any pet deposit, have been paid in full; and (3) proof has been provided that all required utilities have been transferred into your name. No possession of the Property will be granted before these conditions are met.
7. **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.
8. **Marketing materials disclaimer.** Images on our website may represent a sample of a unit and do not necessarily reflect the specific details of any individual unit. For information not found on our website regarding unit availability, unit characteristics, pricing, or other questions, please call our office.

9. **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.

#### **GUARANTOR AGREEMENT:**

1. **Scope of Liability.** Each guarantor must submit and execute a separate Lease Guaranty, unless guarantors are married. Termination of your obligation to guarantee the Lease applies only to future liabilities of the resident. You will remain liable for sums owed to us by the resident, including damages, until your Lease Guaranty ends. The term “you” in this Guaranty refers to the guarantor and the guarantor’s spouse, if applicable.
2. **Our Remedies.** If we delay or fail to exercise our lease rights, pursue remedies, give notice to you, or make demands on you, as guarantor, you will not consider it a waiver of our rights against you. Our remedies against the resident or residents also apply to the guarantor. All residents, guarantors, and guarantors’ spouses are jointly and severally liable. We don’t have to sue or exhaust remedies against residents for you to be liable.
3. **Location of Performance and Payment.** This Guaranty is part of the Lease and must be performed in Lubbock County, Texas, where the management company is located. Payments under this Guaranty must be made in Lubbock County, Texas, regardless of the physical location of the dwelling unit, unless we notify you in writing of a different payment location.
4. **Your Information.** You represent that all information submitted by you on this Guaranty is accurate and complete. You must inform us of any change of address. We may require this document to be notarized. You authorize verification of your information by consumer reports, rental history reports, and other means. You acknowledge that our privacy policy is available to you.
5. **Signature.** A facsimile or electronic signature on this Guaranty will be binding as an original signature. You do not need to sign or be named in the Lease, only this Guaranty.
6. **Copy of Lease Contract.** We recommend that you obtain a copy of the Lease and read it. This Lease Guaranty applies even if you don’t do so. Upon written request, we will provide you with a copy of the executed Lease.
7. **Your Acknowledgments.** You acknowledge that by signing this Lease Guaranty, you unconditionally guarantee all obligations of all residents under the Lease, including

rent, late charges, property damage, repair costs, animal rules violation charges, reletting charges, utility payments, and all other sums which may become due under the Lease.

8. **Length of Obligations.** Your obligations as guarantor will continue for the full term of the Lease, including any and all renewals (whether automatic or by agreement), amendments, modifications, or extensions—unless released in writing by the Landlord.

## **DISCLOSURES**

### **Fair Housing Compliance**

We are committed to compliance with all applicable Fair Housing laws and do not discriminate based on any protected class.

### **Completed Application**

Your application will not be processed until we have received all of the following:

1. A completed application from you and each co-applicant (if applicable);
2. A non-refundable application fee of \$45.00 per applicant; and
3. Any required supporting documentation.

Payment of the application fee does not guarantee approval. The fee offsets the cost of screening applicants for eligibility.

## **ACKNOWLEDGEMENT**

You declare that all your statements on this application are accurate 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 TENANT SELECTION CRITERIA, WHICH INCLUDES REASONS YOUR APPLICATION MAY BE DENIED, SUCH AS CRIMINAL BACKGROUND HISTORY, RENTAL HISTORY, INCOME VERIFICATION, CREDIT HISTORY, AND ACCURACY OF INFORMATION. YOU UNDERSTAND THAT IF YOU DO NOT MEET OUR TENANT SELECTION CRITERIA OR IF YOU FAIL TO ANSWER ANY QUESTIONS 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.

**At any time before, during, or after any tenancy, Applicant gives permission:**

1. to current and former employers to release any information about employment history and income to Doors Management & Leasing;
2. to current and former landlords to release any information about the applicant's rental history to Doors Management & Leasing;
3. to current and former mortgage lenders on property that the Applicant owns or has owned, to release any information about mortgage payment history to Doors Management & Leasing;
4. to the Applicant's bank, credit union, or savings and loan to verify funds that the Applicant may have on deposit to Doors Management & Leasing;
5. to Doors Management & Leasing to obtain a copy of Applicant's consumer report (credit report) from any consumer reporting agency and to obtain background information about Applicant.

**Right to Review the Lease**

Before submitting an application or paying any fees or deposits, you have the right to review the Lease Contract, as well as any community rules or policies we have in place. A blank copy of the Texas Realtors® Residential Lease can be found on our website at the following link: [Texas Realtors® Residential Lease Sample](#).

The Lease Contract is a binding legal document when signed. TREC rules prohibit real estate brokers and sales agents from giving legal advice. You are encouraged to consult with an attorney before signing the Lease Contract. **READ THE LEASE, ALL ADDENDA, AND DISCLOSURES CAREFULLY.** Additionally, you are entitled to a copy of the Lease Contract after it is fully signed.

**Consent to Electronic Delivery of Adverse Action Notice**

I understand that, per the Texas Property Code and the Fair Credit Reporting Act, any notice regarding the denial or conditional approval of my rental application may be provided in writing. By signing below, I authorize the landlord, property manager, or their agent to deliver such notice to me electronically at the email address I have provided on this application. I acknowledge that I have access to the email address listed below and agree

that delivery of the Adverse Action Notice to this address satisfies any requirement for written notice under state and federal law.

### **Applicant Authorization**

By checking the box and electronically signing your full name below, you declare that all your statements in this application are accurate and complete. If you fail to answer any question or give false information, the property manager may reject your application, retain all application fees and deposits as liquidated damages for its time and expense, and terminate your right of occupancy.

By submitting this electronic application, you are directing and authorizing Doors Management & Leasing to verify the information you've provided and obtain additional background information about you through any means, including (i) using a third party consumer reporting agency such as AppFolio, Inc., 50 Castilian Dr. Goleta, CA 93117, 866.648.1536, to prepare a consumer report or an investigative consumer report and/or (ii) verifying information by contacting personal and professional references, employers and other rental housing owners. You further direct and authorize Doors Management & Leasing to obtain from any law enforcement agency, present or past employer or supervisor, landlord (as allowed by law), finance bureau/office, credit bureau, collection agency, college, university or other institute of learning or certification, private business, military branch or the national personnel records center, personal reference and/or other persons, and authorize the same to give records or information that any such entities may have concerning your status as a registered sex offender (as allowed by law), criminal history (as permitted by law), motor vehicle/driving history, earnings history, credit history, character, general reputation, personal characteristics, mode of living, employment records, record of attendance and earned degrees or certificates, or any other information requested, whether the said records are private or public, and including those which may be deemed to be privileged or confidential in nature. Preparation of all consumer reports and investigative consumer reports will be conducted in accordance with federal, state, and local laws and regulations.

You have the right, upon written request made within a reasonable time after receipt of this notice, to request disclosure of the nature and scope of any consumer report or investigative consumer report. Please be advised that the nature and scope of the most common form of investigative consumer report obtained about tenants is an investigation into your prior rental history (as allowed by law), education, and employment.

You also acknowledge that our Privacy Policy is available to you on our website at the following link: [Doors Management & Leasing Privacy Policy](#).

I understand that typing my name in the “Authorized/Acknowledged by” section, checking the box next to the words “I have received..”, and clicking on the Submit Application button below, constitutes my electronic signature, dated as of when I click on the Submit Application button, and that by doing so:

- I am authorizing Doors Management & Leasing to conduct the background check(s) described above.
- I am consenting to using electronic means to (i) sign this form, (ii) receive the Application Agreement and Authorization appearing above, (iii) receive any Adverse Action Notices, and (iv) receive any legal notices electronically.
- I am authorizing AppFolio Inc. to initiate and debit a credit card transaction in the amount specified in the Payment Amount and as otherwise described above.