

# OKLAHOMA REAL ESTATE COMMISSION

*This is a legally binding Contract; if not understood, seek advice from an attorney.*

## LEASE APPLICATION

### SECTION 1 RENTAL PROPERTY/LEASE INFORMATION

Rental Property Address \_\_\_\_\_ (the "Property")

Requested Lease Start Date \_\_\_\_\_

**Processing Fee.** The Lease Application and Credit Check Processing Fee is \$ \_\_\_\_\_ for each credit report, payable in cash, check or certified funds at time of application. **This Processing Fee is NOT REFUNDABLE.**

**Reserve Property Fee.** In consideration for reserving and holding the Property off market a Reserve Property Fee of \$ \_\_\_\_\_ shall be payable in cash or certified funds at time of application. **The Reserve Property Fee shall NOT BE REFUNDED if the Lease Application is approved and applicant fails to sign a lease and take possession of the Property.** If the Lease Application is not approved, the Reserve Property Fee shall be refunded. If the Lease Application is approved and the applicant signs a lease, and takes possession of the Property, the "Reserve Property Fee" shall be credited against the Security Deposit.

**Security Deposit \$** \_\_\_\_\_ payable in certified funds upon approval of the Lease Application.

**Rent Amount \$** \_\_\_\_\_ payable in certified funds before or at time of possession.

**NOTICE: The Property is offered for lease without regard to sex, race, religion, color, age, handicap, familial status or national origin.**

### SECTION 2 APPLICANT INFORMATION

*A COPY OF PHOTO IDENTIFICATION FOR ALL APPLICANTS MUST BE SUBMITTED WITH THIS APPLICATION*

Print Name in full \_\_\_\_\_ Soc Sec.# \_\_\_\_\_

Driver's License # \_\_\_\_\_ Date of Birth \_\_\_\_\_ Photo ID \_\_\_\_ Yes \_\_\_\_ No

#### RESIDENCE HISTORY FOR PAST TWO YEARS

Present Address \_\_\_\_\_ Rent/Mortgage Pmt. \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ How long? \_\_\_\_\_ Years \_\_\_\_\_ Months

Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_ Mobile/Pager # \_\_\_\_\_

Present Landlord/Mortgage Co.Phone \_\_\_\_\_

Reason for Leaving \_\_\_\_\_

Previous Address \_\_\_\_\_ Rent/Mortgage Pmt. \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ How long? \_\_\_\_\_ Years \_\_\_\_\_ Months

Present Landlord/Mortgage Co.Phone \_\_\_\_\_

Reason for Leaving \_\_\_\_\_

#### EMPLOYMENT HISTORY

Employer \_\_\_\_\_ Phone \_\_\_\_\_ How long? \_\_\_\_\_ Years \_\_\_\_\_ Months

Address \_\_\_\_\_ Position \_\_\_\_\_

Supervisor \_\_\_\_\_ Supervisor Phone \_\_\_\_\_ Gross Monthly Income \_\_\_\_\_

Previous Employer \_\_\_\_\_ Phone \_\_\_\_\_ How long \_\_\_\_\_

Position \_\_\_\_\_ Gross Monthly Income \_\_\_\_\_

Other Income \_\_\_\_\_

Do you have a checking/savings account? \_\_\_\_\_ Yes \_\_\_\_\_ No If yes, name of bank \_\_\_\_\_

Have you ever:

Filed for bankruptcy? \_\_\_\_\_ Yes \_\_\_\_\_ No If so, Date of Discharge? \_\_\_\_\_

Been evicted? \_\_\_\_\_ Yes \_\_\_\_\_ No

Broken a lease? \_\_\_\_\_ Yes \_\_\_\_\_ No

Been convicted of a felony? \_\_\_\_\_ Yes \_\_\_\_\_ No

Been sued for non-payment of rent? \_\_\_\_\_ Yes \_\_\_\_\_ No

Been sued for damage to rental property? \_\_\_\_\_ Yes \_\_\_\_\_ No

Explain any yes listed above:

\_\_\_\_\_  
\_\_\_\_\_

Personal References (people or friends who have visited you in your current residence). NO RELATIVES

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Can be reached using Phone No: \_\_\_\_\_ Between \_\_\_\_\_ a.m. and \_\_\_\_\_ p.m.

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Can be reached using Phone No: \_\_\_\_\_ Between \_\_\_\_\_ a.m. and \_\_\_\_\_ p.m.

**In Case of Emergency or Death (pursuant to Title 41 O.S. §130.1A) notification is to be made to:**

(Must not be co-applicant or another occupant)

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

Relationship \_\_\_\_\_

### **SECTION 3 CO-APPLICANT**

*A COPY OF PHOTO IDENTIFICATION FOR ALL APPLICANTS MUST BE SUBMITTED WITH THIS APPLICATION*

Co-Applicant \_\_\_\_\_ Soc Sec.# \_\_\_\_\_

Driver's License # \_\_\_\_\_ Date of Birth \_\_\_\_\_ Photo ID \_\_\_\_ Yes \_\_\_\_ No

### **RESIDENCE HISTORY FOR PAST TWO YEARS**

Co-Applicant's Present Address \_\_\_\_\_ Rent/Mortgage Pmt. \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ How long? \_\_\_\_\_ Years \_\_\_\_\_ Months

Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_ Mobile/Pager # \_\_\_\_\_

Present Landlord/Mortgage Co.Phone \_\_\_\_\_

Reason for Leaving \_\_\_\_\_

Previous Address \_\_\_\_\_ Rent/Mortgage Pmt. \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ How long? \_\_\_\_\_ Years \_\_\_\_\_ Months

Present Landlord/Mortgage Co.Phone \_\_\_\_\_

Reason for Leaving \_\_\_\_\_

## **EMPLOYMENT HISTORY**

Co-Applicant's Employer \_\_\_\_\_ Phone \_\_\_\_\_ How long? \_\_\_\_\_

Address \_\_\_\_\_ Position \_\_\_\_\_

Supervisor \_\_\_\_\_ Supervisor Phone \_\_\_\_\_ Gross Monthly Income \_\_\_\_\_

Previous Employer \_\_\_\_\_ Phone \_\_\_\_\_ How long \_\_\_\_\_

Position \_\_\_\_\_ Gross Monthly Income \_\_\_\_\_

Other Income \_\_\_\_\_

Do you have a checking/savings account? \_\_\_\_\_ Yes \_\_\_\_\_ No If yes, name of bank \_\_\_\_\_

Have you ever:

Filed for bankruptcy? \_\_\_\_\_ Yes \_\_\_\_\_ No If so, Date of Discharge? \_\_\_\_\_

Been evicted? \_\_\_\_\_ Yes \_\_\_\_\_ No

Broken a lease? \_\_\_\_\_ Yes \_\_\_\_\_ No

Been convicted of a felony? \_\_\_\_\_ Yes \_\_\_\_\_ No

Been sued for non-payment of rent? \_\_\_\_\_ Yes \_\_\_\_\_ No

Been sued for damage to rental property? \_\_\_\_\_ Yes \_\_\_\_\_ No

Explain any yes listed above:

\_\_\_\_\_  
\_\_\_\_\_

Personal References (people or friends who have visited you in your current residence). NO RELATIVES

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Can be reached using Phone No: \_\_\_\_\_ Between \_\_\_\_\_ a.m. and \_\_\_\_\_ p.m.

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Can be reached using Phone No: \_\_\_\_\_ Between \_\_\_\_\_ a.m. and \_\_\_\_\_ p.m.

**In Case of Emergency or Death (pursuant to Title 41 O.S. §130.1A) notification is to be made to:**

(Must not be co-applicant or another occupant)

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

Relationship \_\_\_\_\_

## SECTION 4 OTHER INFORMATION

List name and age of occupants other than Applicant and Co-Applicant:

<u>Name</u>	<u>Age</u>
_____	_____
_____	_____
_____	_____
_____	_____

*No other individuals shall occupy the Property other than those named above.*

**Pets:** Yes \_\_\_\_\_ No \_\_\_\_\_ if yes, how many? \_\_\_\_\_ what kind? \_\_\_\_\_

breed \_\_\_\_\_ weight \_\_\_\_\_ age \_\_\_\_\_ Neutered: Yes \_\_\_\_\_ No \_\_\_\_\_ ☐ Indoors ☐ Outdoors

breed \_\_\_\_\_ weight \_\_\_\_\_ age \_\_\_\_\_ Neutered: Yes \_\_\_\_\_ No \_\_\_\_\_ ☐ Indoors ☐ Outdoors

Service/Assistance Animal: Yes \_\_\_\_\_ No \_\_\_\_\_ if yes, what kind? \_\_\_\_\_

breed \_\_\_\_\_ weight \_\_\_\_\_ age \_\_\_\_\_ Neutered: Yes \_\_\_\_\_ No \_\_\_\_\_ ☐ Indoors ☐ Outdoors

**NOTICE:** Unless the Applicant, Co-Applicant or other occupant(s) has a disability or disability-related need for an assistance animal that is readily apparent, you may be requested to provide reliable supporting documentation that (1) is necessary to verify that the person meets the definition of disability pursuant to the Fair Housing Act, (2) describes the needed accommodation, and (3) shows the relationship between the person's disability and the need for the requested accommodation. Notwithstanding the absence of an additional deposit for a service/assistance animal, a tenant shall be responsible for any damages caused by the animal.

Will any person that smoke or vape occupy the property? \_\_\_\_\_ Yes \_\_\_\_\_ No

**NOTICE:** Smoking, including tobacco and marijuana, and vaping or the any use of e-cigarettes on the interior or exterior of the Property is not permitted, and should such occur by Tenant or Tenant's guests, Tenant shall be responsible for the cost of having Property painted, walls washed, interior deodorized, air ducts and filters cleaned, and carpets and draperies professionally cleaned, and any other cost to repair any other damage. If smoking or vaping occurs it could be cause for the issuance of an eviction notice. Tenant shall not grow or cultivate marijuana on the interior or exterior of the Property. Tenant shall not sell or distribute marijuana, or products containing marijuana, at the Property. If Tenant or Tenant's guests engage in such activities, Tenant will be subject to eviction and liable for any damages.

Do you have Tenant's Homeowners Insurance Coverage? \_\_\_\_\_ Yes \_\_\_\_\_ No

If so, what is the name of your Insurance Company \_\_\_\_\_

Make and Year and License Tag Number of Automobiles \_\_\_\_\_

Will trailers, boats, motorcycles, motor homes or commercial vehicles be stored at the Property? List \_\_\_\_\_

Describe water-filled furniture you want to have in the Property \_\_\_\_\_

## **SECTION 5 BROKER RELATIONSHIP**

- A. Broker shall have the following duties to all parties in a transaction, which are mandatory and may not be abrogated or waived by Broker:
1. Treat all parties with honesty and exercise reasonable skill and care;
  2. Unless specifically waived in writing by a party to the transaction:
    - a) receive all written offers and counteroffers,
    - b) reduce offers or counteroffers to a written form upon request of any party to a transaction, and
    - c) present timely such written offers and counteroffers;
  3. Timely account for all money and property received by Broker;
  4. Keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a firm without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the firm. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
    - a) that a party or prospective party is willing to pay more or accept less than what is being offered;
    - b) that a party or prospective party is willing to agree to financing terms that are different from those offered;
    - c) the motivating factors of the party or prospective party purchasing, selling, leasing, optioning, or exchanging the property; and
    - d) information specifically designated as confidential by a party unless such information is public.
  5. Disclose information pertaining to the property as required by the Residential Property Condition Disclosure Act; and
  6. Comply with all requirements of The Oklahoma Real Estate License Code and all applicable statutes and rules.
- B. Broker shall have the following duties and responsibilities only to a party for whom the broker is providing brokerage services in a transaction which are mandatory and may not be abrogated or waived by Broker:
1. Inform the party in writing when an offer is made that the party will be expected to pay certain costs, brokerage service costs and approximate amount of costs; and
  2. Keep the party informed regarding the transaction.
- C. When working with both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

**Specific Directions.** Owner and Broker agree that the specific directions provided for in the Broker Relationship Act shall be in writing, and Owner shall pay any costs Broker incurs in complying with such instructions.

## SECTION 6 APPLICANT(S) ACKNOWLEDGEMENT/AGREEMENT AND AUTHORIZATION

Applicant(s) represents that all of the above statements are true and complete and authorizes verification of all of the above information by all means available, including employment, personal references, credit records, public records, current and previous property owners and criminal records by the Owner and/or 'Owner's Broker. Applicant(s) authorizes all parties from whom such information is requested to release the information without giving me prior notice of such. I hereby release and agree to hold harmless the Owner, Owner's Broker and all parties requesting or releasing such information from any and all claims, demands or liabilities arising out of or related to the investigation and release of such information.

Applicant(s) acknowledges that false information may constitute a breach of the lease entitling the Owner, at the Owner's option, to terminate the Lease and demand you vacate the Property. Further, Applicant(s) expressly authorizes Owner and/or Owner's Broker (including a collection agency) to obtain Applicant(s) consumer credit report, which Owner and/or Owner's Broker may use if attempting to collect past due rent payments, late fees, or other charges from Applicant(s) both during the term of the Lease and thereafter.

Applicant(s) also understands and agrees that this application will be retained by Owner and/or Owner's Broker whether or not approved. Applicant(s) understands and agrees that, in the future upon request, the Owner and/or Owner's Broker will release information concerning the Owner's experience with Applicant(s) as an Applicant/Tenant(s).

Applicant(s) understands and agrees that this Lease Application will not be processed without the "Processing Fee" set out in Section 1. Applicant(s) further agrees and understands that this Processing Fee will **NOT BE REFUNDED regardless of whether Owner accepts this Lease Application for lease of the Property and the Reserve Property Fee shall NOT BE REFUNDED if the Lease Application is approved and Applicant(s) fails to sign a Lease and take possession of the Property.**

I have read and understand the Section 5 Broker Relationship.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Co-Applicant's Signature

Date \_\_\_\_\_ Date \_\_\_\_\_

The undersigned Broker acknowledges receipt of the non-refundable Processing Fee.

Broker's Signature \_\_\_\_\_ Date \_\_\_\_\_