PRIVACY POLICY FOR PERSONAL INFORMATION OF RENTAL APPLICANTS, RESIDENTS, and GUARANTORS

We are dedicated to protecting your privacy and the privacy of your personal information, including your social security and or other governmental identification numbers, such as your driver's license. We follow all Federal and State laws regarding the protection of your personal information.

How Information is Collected. When the application is filled out to lease a unit, you will be providing information such as your social security number, as well as your driver's license number. This information will be on the rental application or other documents that you provide to us or an apartment locator.

How and When Information is Used. We may use this information to process the application by verifying statements made on your rental application, such as rental history, credit history, and employment history. The information may also be used at such time as a lease renewal, as well as to assist us in obtaining payment from you or any money you may owe us in the future.

How the Information is Protected and Who Has Access. We have authorized personnel who have access to your social security number and or any other governmental identification numbers. Our policy is to store and or destroy the information in a manner that ensures that no unauthorized person will have access to it. Our disposal method may include physical destruction or shredding of paper documents and obliteration of electronic files containing such information.

Locator Services. Locators Services are Independent Contractors and are not our employees. Even though they may initially process your rental application and fill out the lease forms, you should require any Locator Service you use to furnish you with their Privacy Policy

I have read and understand the above Privacy Policy and agree to send this form back with the application and other documents.

Application Address		
Signature of Perspective Resident or Guarantor	Date	
Signature of Perspective Resident or Guarantor	Date	

QUALIFICATION GUIDELINES FOR ALL LEASE APPLICANTS

We are an equal housing opportunity provider. We do not discriminate based on race, religion, sex, color, national origin, familial status or handicap status in accordance with Federal Fair Housing Regulations.

MINIMUM QUALIFICATIONS:

- At least two years' favorable income Payroll stubs and/or W-2's required. If you are self employed – provide copies of your last two years' tax returns. Monthly rent not to exceed 3 times the monthly gross income. Scholarship funds require verification paperwork.
- 2. Verification of a minimum of two years' favorable rental history which includes:
 - a. No more than two late payments in a 12 month period
 - b. No more than one NSF payment in a 12 month period
 - c. No broken lease agreements
- 3. A qualified lease guarantor is required if #1 and/or #2 above are not available.
- 4. International students must provide documentation of Visa status and financial viability Forms I-9, I-20 or J-1.
- 5. Applicant must pay full amount of application deposit and an application fee of \$50.00 at the time of applying. Application deposit will not be returned if you withdraw your application but MAY be refundable if applicant is not qualified. Application fee is non-refundable.
- 6. All applications are subject to property owner/management approval.
- 7. Must be of legal age to sign a legal contract.
- 8. Application must be approved by owner/management before notification to applicant.
- 9. Criminal history will be evaluated on an individual basis.

I have read all the requirements and fully understand that if I do not meet all of the qualifications stated, my application will be denied. Application fees are non-refundable. Application deposits will be refunded if application is not approved. Application deposits will not be refunded if applicant withdraws application or gives false or misleading information on the application. When lease is signed by all parties the application deposit will be transferred to the security deposit for the property.

Signature of Applicant	Date
Signature of Applicant	Date



Information About Brokerage Services

11-2-2015

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.

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:
 - o that the owner will accept a price less than the written asking price;
 - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - o 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.

Amy Louise Tatum	603405	amytatum01@gmail.com	979-696-5487
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Sales Agent/Associate's Name	License No.	Email	Phone
Buyer/Te	nant/Seller/Landlor	d Initials Date	

EMPLOYMENT VERIFICATION

By signing below, I or we authorized Amy Tatum to verify by all available means, 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 employers to any state employment security agency. **Applicant Signature** Date **Spouses Signature** Date **RESIDENT PLEASE DO NOT FILL OUT BELOW THIS LINE** Application Date Applicants Name Application Address Employer _____ Dates Employed TO _____ Can Employment Be Verified? _____ YES _____ NO Regular hours worked _____ WK _____ MO Can Wages Be Verified? YES NO Rate of Pay \$_____ HR / SALARY Employers Recommendations/Comments? Managers Signature Date _____

RENTAL VERIFICATION

By signing below, I or we authorized Amy Tatum to verify by all available means, 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 employers to any state employment security agency. Date **Applicant Signature** Spouses Signature Date **RESIDENT PLEASE DO NOT FILL OUT BELOW THIS LINE** Application Date _____ Applicants Name _____ Application Address Present/Previous Address _____ Lease Dates from ______ to _____ Rent Amount \$ Late Payments ____YES ____ NO If yes, how many? _____ Return Checks ____YES ____ NO If yes, how many? _____ Deposit Returned Yes NO If no please explain ______ Does applicant owe you/your company money? ___YES ___NO If yes please explain _____ Any additional comments? Owner/Manager Signature _____ Phone _____

OWNERS RULES AND POLICIES

- 1. No cash no multiple checks will be accepted for rent or other sums due.
- 2. All returned checks must be picked up immediately and paid for with a cashier's check or money order for the rent and an additional money order for \$50.00 for the return check fee. If the check is not picked up immediately you will be charged late fees from the date the rent was due in addition to other charges.
- 3. After two (2) Insufficient Funds (NSF) checks, we will no longer accept checks for payment of rent for your address.
- 4. Proof of utility connection is required before you are given keys to your unit.
- 5. No foil is to be put in windows at any time during your lease contract.
- 6. Your Move In Inventory and Condition Form must be turned in by the date marked at the top of the form. Please check all appliances, fixtures, and general condition of the unit when moving in. We would like to take care of any maintenance problems at one time. Please make sure all items are noted. Any items that need repair, please fill out a maintenance request form and turn it in with your Move In Inventory and Condition Form.
- 7. All trash must be put in proper trash containers or in a plastic bag with a tie and disposed of in the trash receptacle provided by the city. Trash may not be placed on patios, balconies, outside front doors for even a short period of time.
- 8. Resident is responsible for changing ac filter every three to four weeks. Unnecessary service calls for heater or air conditioner repair will be billed back to the resident.
- 9. No vehicles, trailers, or motorcycles may be parked on the grass areas. They will be towed automatically, without notice. Parking is strictly limited. If spaces are assigned, you must park only in those spaces. Extra vehicles and guests must park on the street or along the curb. No auto repair or vehicle washing may take place in parking areas or on the grass.
- 10. Residents who are issued parking permits/visitor passes for some properties will be responsible for displaying the permits/passes at all times and must pay \$10.00 for replacements if permits/passes are lost, stolen, or not returned upon move out.
- 11. You are responsible for keeping the lawn areas around your unit clean and clear of trash and debris. If we must contract litter removal, you will be charged for the service.
- 12. If a roommate change occurs during the term of the lease contract, you must notify us immediately. There will be a \$100 fee per person to add or remove residents from the lease and must be paid before any changes are made to the lease. This fee is the responsibility of the resident moving out. The new resident must complete an application, pay the application fee, be approved, be added to the lease, and sign the lease addendum before they may occupy the unit. All residents must sign or initial the changes to the lease contract.
- 13. If a sublease occurs during the term of the lease contract, you must notify us immediately. There will be a \$200 fee per sublease. The new resident must complete an application, pay the application fee, be approved, be added to the lease, and sign the lease addendum before they may occupy the unit. All residents must sign or initial the changes to the lease contract.
- 14. On all single family residences and duplex units, the resident shall arrange and pay for quarterly pest control services, regardless of the notation in the TAA or other lease contract. Regardless of who pays for pest control, if bedbugs are found in the unit, the resident will be responsible

- for the cost of treatment to eradicate the bedbugs. We, not you, will contract out the services to have the work performed and you will be billed for the services.
- 15. If we perform a contractual lien for non-payment of rent or if we must remove an unauthorized animal from your unit, you will be charges \$100 for these services, in addition to other sums due.
- 16. Enclosed garages may be used for storage of operable vehicles only. You may not store any fuel, flammable materials, or anything which may pose a fire hazard or other risk to the health or safety of other residents. We may enter and remove any items deemed hazardous at any time. The owner will not provide a smoke or fire detector for the garage area. No alterations may be made to the garage interior, including hooks, nails, and/or screws. Residents will be responsible for any damages.
- 17. All residents in single family homes and duplexes are responsible for watering the lawn, shrubs, and trees in the yard, as well as the ground around the foundation.
- 18. If we provide lawn service and the residents have pets, the lawns will not be mowed in the backyards if pets are present at the time of mowing. Residents will be responsible for mowing the backyard if our lawn service cannot gain access to the yard due to a pet or lock on the gate. Any charges for excess growth will be billed back to the resident.

MAINTENANCE:

We would like to take care of maintenance requests in a timely manner. Under most circumstances, the owner will pay for the maintenance service. However, if the repairs are caused by negligence or misuse on the part of the resident or their guests, or are the result of vandalism or theft, the cost will be billed back to the resident, and we expect prompt reimbursement.

The following is a list of some resolutions to routine problems you can check for:

- For power failures of any type, or if an appliance or A/C system is not functioning, check your breaker panel. It is usually located in one of the bedroom closets or on the back or side of the building. Many times a breaker will be tripped and needs to be reset. Flip the switch first to OFF, then to ON to reset it.
- 2. If your garbage disposal does not work, first check the breaker. Next, press the reset button on the bottom or back of the disposal. Many times this will solve the problem. Do not put bones, grease, egg shells, bottle caps, glass, excessive amounts of food, vegetable peelings, wood or metal objects in the disposal. These items will damage the disposal and/or clog the sink and dishwasher. If too much food or a foreign object jambs your disposal, you will be billed for the repairs/replacement of the disposal.
- 3. To prevent dishwasher backups, please rinse all dishes and other items before placing them in the dishwasher.
- 4. Do not flush large amounts of toilet paper, paper towels, or any type of feminine products down the toilet. These items will block plumbing lines and cause backups.
- 5. **All plumbing stoppages are the responsibility of the resident,** except when caused by roots in the sewer main.
- 6. You must report any type of water leak, dripping faucet, or running toilet immediately. These could cause damage to the property and increase the water bill. Damages or water costs due to unreported leaks may be billed back to the resident. Whenever possible, turn off the water supply line until repairs can be made.

- 7. If you have a non-frost free refrigerator, you must defrost it frequently. Do not use an ice pick or other sharp object to chip away the ice. This could puncture Freon lines and ruin the appliance. It is best to open the door and allow the ice to melt.
- 8. ALL glass breakage is the responsibility of the resident, unless caused by foundation shifting.
- 9. All window screens are the responsibility of the resident. Please account for these upon move in. Not all properties are provided window screens.
- 10. During the winter months, thermostats must be set on at least 55 degrees. This will reduce the chances of freezing pipes, bursting, and causing severe damage.
- 11. Check all smoke alarm and carbon monoxide detector operation upon move in and report any malfunction immediately. Residents are responsible for replacing the batteries in battery operated devices after move in. Removing or tampering with a smoke alarm device is a Class A misdemeanor, punishable under state law.

REQUESTING MAINTENANCE AND REPAIRS:

- 1. Maintenance requests must be submitted in writing. You may submit a maintenance request to amytatum01@gmail.com and they will be sent out to the appropriate technician.
- 2. Emergency maintenance will be handled over the phone, after hours or on the weekends. If an emergency is called in we still require you to submit a written request the next business day for our records. Emergency requests are fire, flood, loss of utilities and security issues. Air conditioners are not considered and emergency and will be handles the next business day.
- 3. If you become locked out of your unit and we have to come let you in to your apartment, you will be required to show proper identification and pay a \$45.00 lockout fee at that time.

PET POLICY:

All pets must be approved prior to bringing them to your unit. An animal addendum must be filled out and signed and a deposit paid before you may bring the pet to the unit. We do not allow puppies or kittens under the age of one year old. No Rottweillers, Chows or Pitbulls are permitted on our properties at any time. In the event you have an unauthorized pet in your unit you will be charged an initial violation fee of \$100.00 and \$10.00 daily fee until the pet is removed from the property. There is a two pet limit at our properties.

Renters Insurance is required to protect your belongings and liability. We recommend that you also add Lineskeeper service, an interior wire maintenance plan, when you apply for your home phone service. Management is not responsible for the connection, line affiliation, or operation of phone jacks or cable lines within the unit.

ACKNOWLEDGEMENT OF UNDERSTANDING THE ABOVE RULES AND POLICIES:

Resident Signature	Date	Resident Signature	Date
Resident Signature	Date	Resident Signature	Date

MOVE OUT CLEANING INSTRUCTIONS

To ensure the highest possible return of your security deposit, the following items must be completed:

- 1. All unpaid charges incurred previously (lock out, late rent or other charges) will be deducted from your deposit.
- The address given in the Move Out Notice is where the deposit check will be sent. If the address needs to be changed, the resident who signed the Move Out Notice, must be the one to change it, in the office, in person. No one lese can change the address. The first forwarding address we receive will be used.
- 3. The kitchen must be clean. Wipe down the countertops, remove all items (including shelf paper) from the cabinets and drawers and wipe them out. Clean the sink, sweep and mop the floors, remove paper towel holders and any hooks that have been put up by you. DO NOT use Ajax, Comet or similar abrasive cleansers on the countertops since these cleaners will permanently scratch them.
- 4. The refrigerator and freezer must be clean, inside and out. DO NOT USE SHARP OBJECTS when cleaning the refrigerator/freezer. If a freon line should be cut, or punctured, the only thing we can do is replace the refrigerator with a new one at your expense.
- Clean the range thoroughly including the top of the stove, the oven, all drip pans and the venthood and filter. DO NOT USE ABRASIVE CLEANSERS on the stove top, especially if it is glass.
 - This will permanently scratch the glass and the entire top will have to be replaced at your expense.
- 6. The bathrooms must be thoroughly cleaned. Clean the tub/shower walls and floor, mirrors, toilets, countertops and floors. Remove any shelf paper from cabinets and drawers and wipe them out. DO NOT use Ajax, Comet or similar abrasive cleansers on the countertops since these cleaners will permanently scratch them.
- 7. Remove all fingerprints and spots from woodwork, doors and windows.
- 8. Clean all windows inside and out (unless it is upstairs and not accessible)
- 9. Remove ALL trash and dispose of it in a proper container or stack on the curb for bulk pickup.
- 10. Remove all sticky decals, stickers and double sided tape. All glue left behind from these items must be cleaned off.
- 11. Small nail holes do not need to be filled. HOWEVER, any holes from large nails, screws, or bolts must be repaired. Improper repair will result in a charge. DO NOT USE TOOTHPASTE!!
- 12. Patios and balconies must be free of trash and swept clean.
- 13. All burnt out bulbs must be replaced 40 watt preferred.
- 14. All light fixtures and globes, both inside and out, must be cleaned and in place and free of damage.
- 15. All screens must be in place and free of damage.
- 16. The ceiling fans, miniblinds, and ac return vent must be cleaned and free from all dust.
- 17. All carpet must be vacuumed.
- 18. Sweep and wipe down all baseboards.
- 19. Clean outside of all exterior doors and fixtures.
- 20. Mow weedeat and edge yard, front and back.

Your unit will be walked during regular business hours only. When EVERYTHING is out of your unit, bring all keys to the office. If it is after business hours put keys in an envelope with the address of your unit marked clearly, forwarding address if not given yet and put in the drop box located in the front door of the office.

Resident Signature	Date
Resident Signature	Date
Resident Signature	 Date