

0303201000781TX06031051

Date when filled out: March 3, 2010

ABOUT YOU Full name (exactly as on driver's license or govt. ID card) _____

Your street address (as shown on your driver's license or government ID card): _____

Driver's license # and state: _____
OR govt. photo ID card #: _____

Former last names (maiden and married): _____

Your Social Security #: _____

Birthdate: _____ Height: _____ Weight: _____

Sex: _____ Eye color: _____ Hair color: _____

Marital Status: single married divorced widowed separated

Are you a U.S. citizen? Yes No Do you or any occupant smoke? yes no

Will you or any occupant have an animal? yes no

Kind, weight, breed, age: _____

Current home address (where you now live): _____ Apt. #: _____

City/State/Zip: _____

Home/cell phone: (____) _____ Current rent: \$ _____

Email address: _____

Name of apartment where you now live: _____

Current owner or manager's name: _____

Their phone: _____ Date moved in: _____

Why are you leaving your current residence? _____

Previous home address (most recent): _____ Apt. #: _____

City/State/Zip: _____

Apartment name: _____

Name of above owner or manager: _____

Their phone: _____ Previous monthly rent: \$ _____

Date you moved in: _____ Date you moved out: _____

YOUR WORK Present employer: _____

Address: _____

City/State/Zip: _____

Work phone: (____) _____

Position: _____

Your gross monthly income is over: \$ _____

Date you began this job: _____

Supervisor's name and phone: _____

Previous employer (most recent): _____

Address: _____

City/State/Zip: _____

Work phone: (____) _____

Position: _____

Gross monthly income was over: \$ _____

Dates you began and ended this job: _____

Previous supervisor's name and phone: _____

YOUR CREDIT HISTORY Your bank's name, city, state: _____

List major credit cards: _____

Other non-work income you want considered. Please explain: _____

Past credit problems you want to explain. (Use separate page.) _____

YOUR RENTAL/CRIMINAL HISTORY You must check if applicable. Have you, your spouse, or any occupant listed in this Application ever: been evicted or asked to move out? moved out of a dwelling before the end of the lease term without the owner's consent? declared bankruptcy? been sued for rent? been sued for property damage? been charged, detained, or arrested for a felony or sex crime that was resolved by conviction, probation, deferred adjudication, court-ordered community supervision, or pretrial diversion? been charged, detained, or arrested for a felony or sex-related crime that has not been resolved by any method? Please indicate below the year, location and type of each felony and sex crime other than those resolved by dismissal or acquittal. We may need to discuss more facts before making a decision. You represent the answer is "no" to any item not checked above.

YOUR SPOUSE Full name: _____

Former last names (maiden and married): _____

Spouse's Social Security #: _____

Driver's license # and state: _____
OR govt. photo ID card #: _____

Birthdate: _____ Height: _____ Weight: _____

Sex: _____ Eye color: _____ Hair color: _____

Are you a U.S. citizen? Yes No

Present employer: _____

Address: _____

City/State/Zip: _____

Work phone: (____) _____ Cell phone: (____) _____

Position: _____

Email address: _____

Date began job: _____ Gross monthly income is over: \$ _____

Supervisor's name and phone: _____

OTHER OCCUPANTS Names of all persons under 18 and other adults who will occupy the unit without signing the lease. Continue on separate page if more than three.

Name: _____ Relationship: _____

Sex: _____ DL or govt. ID card # and state: _____

Birthdate: _____ Social Security #: _____

Name: _____ Relationship: _____

Sex: _____ DL or govt. ID card # and state: _____

Birthdate: _____ Social Security #: _____

Name: _____ Relationship: _____

Sex: _____ DL or govt. ID card # and state: _____

Birthdate: _____ Social Security #: _____

YOUR VEHICLES List all vehicles owned or operated by you, your spouse, or any occupants (including cars, trucks, motorcycles, trailers, etc.). Continue on separate page if more than three.

Make, model and color: _____

Year: _____ License #: _____ State: _____

Make, model and color: _____

Year: _____ License #: _____ State: _____

Make, model and color: _____

Year: _____ License #: _____ State: _____

WHY YOU RENTED HERE Were you referred? Yes No. If yes, by whom:

Name of locator or rental agency: _____

Name of individual locator or agent: _____

Name of friend or other person: _____

Did you find us on your own? Yes No If yes, fill in information below:

Internet site: _____

Rental publication: _____ Stopped by _____

Newspaper (name): _____ Other: _____

EMERGENCY Emergency contact person over 18, who will not be living with you:

Name: _____

Address: _____

City/State/Zip: _____

Work phone: (____) _____ Home phone: (____) _____

Cell phone: (____) _____ Relationship: _____

If you die or are seriously ill, missing, or incarcerated according to an affidavit of [check one or more] the above person, your spouse, or your parent or child, we may allow such person(s) to enter your dwelling to remove all contents, as well as your property in the mailbox, storerooms, and common areas. If no box is checked, any of the above are authorized at our option. If you are seriously ill or injured, you authorize us to call EMS or send for an ambulance at your expense. We're not legally obligated to do so.

AUTHORIZATION I or we authorize (owner's name) _____

Montgomery Trace Apartments

to: (1) share the above information with owner's electric provider, and (2) verify, by all available means, the above, 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 employer(s) to any state employment security agency (e.g., Texas Workforce Commission). Work history information may be used only for this Rental Application. Authority to obtain work history information expires 365 days from the date of this Application.

Applicant's signature _____

Spouse's signature _____

Contemplated Lease Contract Information

To be filled in only if the Lease Contract is not signed by resident(s) at time of application for rental.

The TAA Lease Contract to be used must be the latest version of (check one): the Apartment Lease, the Residential Lease, or the Condominium/Townhome Lease, unless an earlier version is initiated by resident(s) and attached to this Application. The blanks in the contract will contain the following information:

- Names of all residents who will sign Lease Contract _____
- Name of Owner/Lessor Montgomery Trace Apartments
- Property name and type of dwelling (bedrooms and baths) _____
- Complete street address 19788 Highway 105 West
City/State/Zip Montgomery, TX 77356
- Names of all other occupants not signing Lease Contract (persons under age 18, relatives, friends, etc.) _____
- Total number of residents and occupants _____
- Our consent necessary for guests staying longer than 3 days;
- Beginning date and ending date of Lease Contract _____
- Number of days notice for termination 60 ;
- Total security deposit \$ _____ ; Animal deposit \$ 200.00 ;
- # of keys/access devices for 2 unit, 1 mailbox, 1 other **Remote**
- Total monthly rent for dwelling unit \$ _____ ;
- Rent to be paid: at the onsite manager's office; through our online payment site; at **Office Drop Slot** _____ ;
- Prorated rent for: first month or second month \$ _____ ;
- Late charges due if rent is not paid on or before 3 ;
- Initial late charge \$ 50.00 ; Daily late charge \$ 5.00 ;
- Returned-check charge \$ 25.00 ;
- Animal violation charges: Initial \$ 100.00 ; Daily \$ 10.00 ;
- Check if the dwelling is to be furnished;
- Utilities paid by owner (check all that apply): electricity, gas, water, wastewater, trash, cable TV, master antenna, Internet, other utilities _____ ;
- Utility connection charge \$ _____ ;
- You are (check one): required to buy insurance or not required to buy insurance;
- Agreed reletting charge \$ _____ ;
- Security deposit refund check will be by: (check one)
 one check jointly payable to all residents (default), OR
 one check payable and mailed to _____ ;
- Your move-out notice will terminate Lease Contract on (check one):
 last day of month, or exact day designated in move-out notice;
- If dwelling unit is house or duplex, owner will be responsible under paragraph 26 of the Lease Contract for lawn/plant maintenance, lawn/plant watering, picking up trash from grounds, lawn/plant fertilization, trash receptacles. If not checked, applicant will be responsible. The applicant will be responsible for the first \$ _____ of each repair.
- Special provisions regarding parking, storage, etc. (see attached page, if necessary): _____ .

Application Agreement

1. **Lease Contract Information.** The Lease Contract contemplated by the parties is attached--or, if no Lease Contract is attached, the Lease Contract will be the current TAA Lease Contract noted above. Special information and conditions must be explicitly noted on an attached Lease Contract or in the Contemplated Lease Information above.
2. **Application Fee (may or may not be refundable).** You have delivered to our representative an application fee in the amount indicated in paragraph 14 below, and this payment partially defrays the cost of administrative paperwork.
3. **Application Deposit (may or may not be refundable).** In addition to any application fee, you have delivered to our representative an application deposit in the amount indicated in paragraph 14. *The application deposit is not a security deposit.* However, it will be credited toward the required security deposit when the Lease Contract has been signed by all parties; OR it will be refunded under paragraph 10 if you are not approved; OR it will be retained by us as liquidated damages if you fail to sign or attempt to withdraw under paragraph 6 or 7, or fail to answer any question or give false information.
4. **Approval When Lease Contract Is Signed in Advance.** If you and all co-applicants have already signed the Lease Contract when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of our approval, sign the Lease Contract, and then credit the application deposit of all applicants toward the required security deposit.
5. **Approval When Lease Contract Isn't Yet Signed.** If you and all co-applicants have not signed the Lease Contract when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of the approval, sign the Lease Contract when you and all co-applicants have signed, and then credit the application deposit of all applicants toward the required security deposit.
6. **If You Fail to Sign Lease After Approval.** Unless we authorize otherwise in writing, you and all co-applicants must sign the Lease Contract within 3 days after we give you our approval in person or by telephone, or within 5 days after we mail you our approval. *If you or any co-applicant fails to sign as required, we may keep the application deposit as liquidated damages, and terminate all further obligations under this Agreement.*
7. **If You Withdraw Before Approval.** You and any co-applicants may not withdraw your Application or the application deposit. *If, before signing the Lease Contract, you or any co-applicant withdraws an Application or notifies us that you've changed your mind about renting the dwelling unit, we'll be entitled to retain all application deposits as liquidated damages, and the parties will then have no further obligation to each other.*
8. **Completed Application.** An Application will not be considered "completed" and will not be processed until all of the following have been provided to us (unless checked): a separate Application has been fully filled out and signed by you and each co-applicant; an application fee has been paid to us; an application deposit has been paid to us. *If no item is checked, all are necessary for the Application to be considered completed.*
9. **Nonapproval in Seven Days.** We will notify you whether you've been approved within seven days after the date we receive a completed Application. Your Application will be considered "disapproved" if we fail to notify you of your approval within seven days after we have received a completed Application. Notification may be in person or by mail or telephone unless you have requested that notification be by mail. You must not assume approval until you receive actual notice of approval.
10. **Refund after Nonapproval.** If you or any co-applicant is disapproved or deemed disapproved under paragraph 9, we'll refund all application deposits within _____ days (not to exceed 30 days; 30 days if left blank) of such disapproval. Refund checks may be made payable to all co-applicants and mailed to one applicant.
11. **Extension of Deadlines.** If the deadline for signing, approving, or refunding under paragraphs 6, 9, or 10 falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next business day.
12. **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-applicant is considered notice from all co-applicants.
13. **Keys or Access Devices.** We'll furnish keys and/or access devices only after: (1) all parties have signed the contemplated Lease Contract and other rental documents; and (2) all applicable rents and security deposits have been paid in full.
14. **Receipt.** Application fee (may or may not be refundable): \$ 35.00
Application deposit (may or may not be refundable): \$ _____
Administrative fee (refundable only if not approved): \$ _____
Total of above fees and application deposit: \$ _____
Total amount of money we've received to this date: \$ _____
15. **Signature.** *Our representative's signature indicates our acceptance only of the above application agreement. It does not bind us to accept applicant or to sign the proposed Lease Contract.*

If you are seriously ill or injured, what doctor may we notify? (We are not responsible for providing medical information to doctors or emergency personnel.)
Name: _____ Phone: (_____) _____

Acknowledgment. You declare that all your statements on the first page of this Application are true and complete. You authorize us to verify same through any means, including consumer reporting agencies and other rental housing owners. **You acknowledge that you had an opportunity to review our rental selection criteria, which include reasons your application may be denied, such as criminal history, credit history, current income, and rental history. You understand that if you do not meet our rental selection criteria or if you fail to answer any question 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. You acknowledge that our privacy policy is available to you.

Right to Review the Lease. Before you submit an application or pay any fees or deposits, you have the right to review the Rental Application and Lease Contract, as well as any community rules or policies we have. You may also consult an attorney. These documents are binding legal documents when signed. We will not take a particular dwelling off the market until we receive a completed application and any other required information or monies to rent that dwelling. Additional provisions or changes may be made in the Lease Contract if agreed to in writing by all parties. You are entitled to an original of the Lease Contract after it is fully signed.

Applicant's Signature: _____ Date: _____
Signature of Spouse: _____ Date: _____
Signature of Owner's Representative: _____ Date: _____

FOR OFFICE USE ONLY

1. Apt. name or dwelling address (street, city): Montgomery Trace Apartments Unit # or type: _____
2. Person accepting application: _____ Phone: (_____) _____
3. Person processing application: _____ Phone: (_____) _____
4. Date that applicant or co-applicant was notified by telephone, letter, or in person of acceptance or nonacceptance: _____
(Deadline for applicant and all co-applicants to sign lease is three days after notification of acceptance in person or by telephone, five days if by mail.)
5. Name of person(s) who were notified (at least one applicant must be notified if multiple applicants): _____
6. Name of owner's representative who notified above person(s): _____