



# 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:
  - 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.

<u>At Home Properties</u> Licensed Broker/Broker Firm Name or Primary Assumed Business Name	<u>0513670</u> License No.	<u>AtHome@AtHomePM.com</u> Email	<u>(979) 696-5357</u> Phone
<u>Lynn Powell</u> Designated Broker of Firm	<u>386044</u> License No.	<u>Lynn@AtHomePM.com</u> Email	<u>(979) 696-5357</u> Phone
<u>Melissa Clinton</u> Licensed Supervisor of Sales Agent/ Associate	<u>0515060</u> License No.	<u>Melissa@AtHomePM.com</u> Email	<u>(979) 696-5357</u> Phone
_____ Sales Agent/Associate's Name	_____ License No.	_____ Email	_____ Phone

\_\_\_\_\_  
Buyer/Tenant/Seller/Landlord Initials

\_\_\_\_\_  
Date

Regulated by the Texas Real Estate Commission

Information available at [www.trec.texas.gov](http://www.trec.texas.gov)

TAR 2501

IABS 1-0

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Lease Template 2016

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)

**Rental Qualifying Criteria & Guidelines:**

Please take a few minutes to review our criteria and guidelines and discuss any questions you may have before you submit an application and the non-refundable application fee.

You will be treated fairly – we will not discriminate against any person because of RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, and FAMILIAL STATUS OR HANDICAP. We will comply with all state and federal fair housing and anti-discrimination laws.

The head of household must be at least 18 years of age unless familial status applies.

To reside on the premises all residents/occupants 18 years of age and older must:

- Provide a valid driver's license or state issued photo identification,
- Complete an application without omissions or falsifications
- Meet all of our remaining qualifications, and
- Execute a lease agreement

The number of occupants in your apartment may not exceed 2 per bedroom. An infant less than 6 months old is not considered an occupant.

**Grounds for which your rental application may be denied include:**

1. Inaccurate ID – the name, date of birth, and license/ID number must match exactly with the application.
2. A criminal offense history – In general, a criminal record alone does not tell the whole story, and is not an automatic denial. However, you must convince us that things have changed and that there is little chance that you will commit any future criminal offenses. All criminal offenses that you have been charged with must be fully disclosed on a supplemental criminal history questionnaire, and submitted with your application.
3. Insufficient Residential history – Your mortgage and rental history must be favorable, all prior lease agreements must have been fulfilled, and address updates submitted to the USPS for each move. The following examples of unfavorable history are not an automatic denial. However, you must convince us that things have changed and that you will have a positive history with us, and may require a Guarantor/Cosigner and/or additional deposits.
  - a. Questionable history examples include – no recent history, multiple moves, late pays, etc.
  - b. Negative history examples include – rule violations, damaged property, unpaid lease obligations, eviction, etc. Negative history must be fully disclosed on a supplemental history questionnaire submitted with your application.
4. Insufficient history of Financial responsibility – You must show verifiable evidence of your ability to fulfill the financial obligations, or we may require a Guarantor/Cosignor and/or additional deposits. Examples of verifiable evidence include:
  - a. You must have verifiable income (pay stubs, tax returns, etc.) that is at least 3 times the amount of the rent. All applicants for this proposed lease (including spouse, roommates, etc.) may combine their income to meet this requirement.
  - b. Your credit history must receive a positive rating from our screening service. The following items may have a negative effect on your rating:

No credit history	Past due payment history	Collection or Write-offs	Bankruptcies	Foreclosures
Repossessions	Tax Liens or Judgments	History of NSF checks	Multiple IDs	Multiple addresses

5. Misrepresentation – Providing any false, misleading, or omitting information in the application process.
6. Failure to pass the background check – Your application will be screened by our staff, Tenant Tracker, and the National Criminal Tracking Center. The information you have provided must match favorably with these verification processes.
7. Failure to obtain a suitable Guarantor/Cosignor if required – A Guarantor/Cosignor must meet all of the above credit history standards with a verifiable income that is at least 4 times the amount of the rent.

**Important Notices & Understanding:**

Our criteria and guidelines are strictly for our use to evaluate your application to enter into this business transaction, and in no way is it intended to be part of any warranty or sales promise.

Mitigating circumstances – on a case by case basis we may waive or modify some criteria requirements based upon our reasonable judgment. For example, the credit history shows unfavorably due to a medical emergency, a contested divorce, etc.

Consumer reports are not perfect; however they are an important part of our background checks. To help ensure that your application and information about you is given fair consideration we use Tenant Tracker. If we use consumer report information as part of an adverse decision we will give you a letter of disclosure with instructions on how to resolve any discrepancies. You may have any corrected information resubmitted to us for further consideration. This process is not a promise of any unit availability or that any resubmitted report will cause your application to be approved.

You understand that our criteria and guidelines are subject to change, and that within Fair Housing guidelines we evaluate each situation separately. Further, that we will continue to monitor each occupant for criteria and lease compliance. Any change in your status should be reported to the management, and likewise we will notify you if we make or identify any changes.

We are not qualified nor are we assuming any obligations for making any representations to you about the suitability of our property to you specific need, safety, or health considerations you may have. You are to use your own judgment or to seek third party expert advice before making those decisions. Some examples are: will the age and location of the property cause allergy issues for me, will my cell phone service work at this location, what type of criminal activity has been reported in the area, or what registered sex offenders live in the area.

The application fee is non-refundable (whether it is approved, decline, or withdrawn). By signing below you acknowledge that prior to submitting your application and the application fee you have had the opportunity to review the landlord's tenant selection criteria ("Rental Qualifying Criteria & Guidelines"). The criteria do include factors such as criminal history, credit history, current income, and rental history. If you do not meet the qualifying criteria, or if you provide inaccurate or incomplete information, your application may be rejected and your application fee will not be refunded.

Further, you understand and authorize us and others to send and receive information about you, by any and all means to ensure criteria and guideline compliance. You represent that you have the legal authority to enter into these contemplated agreements for each of the occupants listed below.



Printed Name(s) of Occupants: \_\_\_\_\_

Date: \_\_\_\_\_ Signature(s): \_\_\_\_\_



# TEXAS ASSOCIATION OF REALTORS® 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: \$ \_\_\_\_\_

Property Condition: **Applicant is strongly encouraged to view the Property 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)  
 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 \_\_\_\_\_ Citizenship \_\_\_\_\_ (country)

Emergency Contact: *(Do not insert the name of an occupant or co-applicant.)*  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
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: \_\_\_\_\_

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

Previous Landlord or Property Manager's Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: Day: \_\_\_\_\_ Nt: \_\_\_\_\_ Mb: \_\_\_\_\_ Fax: \_\_\_\_\_

Residential Lease Application concerning \_\_\_\_\_

Date Moved-In \_\_\_\_\_ Date Moved-Out \_\_\_\_\_ Rent \$ \_\_\_\_\_

Reason for move: \_\_\_\_\_

Applicant's Current Employer: \_\_\_\_\_

Address: \_\_\_\_\_ (street, city, state, zip)

Supervisor's Name: \_\_\_\_\_ 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)

Supervisor's Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Employed from \_\_\_\_\_ to \_\_\_\_\_ Gross Monthly Income: \$ \_\_\_\_\_ Position: \_\_\_\_\_

Describe other income Applicant wants considered: \_\_\_\_\_

List all vehicles to be parked on the Property:

Type	Year	Make	Model	License/State	Mo.Pymnt.

Will any pets (dogs, cats, birds, reptiles, fish, and other pets) be kept on the Property?  yes  no

If yes, list all pets to be kept on the Property:

Type & Breed	Name	Color	Weight	Age in Yrs.	Gender	Neutered?	Declawed?	Rabies Shots Current?
						<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
						<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
						<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
						<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no

Yes No

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?

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?

had any credit problems (including any outstanding debt (e.g., student loans or medical bills)), slow-pays or delinquencies?

been convicted of a crime?

Is any occupant a registered sex offender?

Are there any criminal matters pending against any occupant?

Is there additional information Applicant wants considered?

Residential Lease Application concerning \_\_\_\_\_

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 \$ 50.00 to At Home Properties (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.

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: \_\_\_\_\_



TEXAS ASSOCIATION OF REALTORS®

**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:

_____	(name)
<u>At Home Properties</u>	
_____	(address)
<u>2501 Texas Ave. S., Suite A-100</u>	
_____	(city, state, zip)
<u>College Station, TX 77840</u>	
_____	(phone)
<u>(979) 696-5357</u>	
_____	(fax)
<u>(979) 696-3267</u>	
_____	(e-mail)
<u>AtHome@AtHomePM.com</u>	

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.*