

# Apex Realty Lease Application

3617- Broadway Blvd St A Garland 75043 Office #972-926-6969 Fax  
972-926-0990

Property Address \_\_\_\_\_

Please Complete application fully to facilitate a speedy response on the application.

## Applicant

Name \_\_\_\_\_ SSN \_\_\_\_\_ DL# \_\_\_\_\_

Date of Birth \_\_\_\_\_ HomePhone# \_\_\_\_\_ Wk# \_\_\_\_\_

Cell# \_\_\_\_\_ Emergency # \_\_\_\_\_

Present Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Apt # \_\_\_\_\_

How Long at this address? \_\_\_\_\_ Landlords Phone \_\_\_\_\_

Why are you leaving this address? \_\_\_\_\_

Previous Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Apt # \_\_\_\_\_

How Long at this address? \_\_\_\_\_ Landlords Phone \_\_\_\_\_

Why did you leave this address? \_\_\_\_\_

Present Employer \_\_\_\_\_ Phone # \_\_\_\_\_

Position \_\_\_\_\_ Address \_\_\_\_\_ Hire Date \_\_\_\_\_

Gross Monthly Income \_\_\_\_\_ ? HR Contact Number \_\_\_\_\_

Name of Other Occupants	Age	Relationship to Applicant
_____	_____	_____
_____	_____	_____
_____	_____	_____

## EACH PERSON OVER THE AGE OF 18 MUST FILL OUT LEASE APPLICATION

Will you have a pet \_\_\_\_\_ ? What Breed? \_\_\_\_\_ Weight and Age?

No Rotweilers, German Shepards, Pitbulls, Or Doberman accepted. There is a 300 dollar deposit per animal.

Are you on the Sec. 8 program \_\_\_\_\_ Which Program ? \_\_\_\_\_

Have you or any applicant ever broken a lease? \_\_\_\_\_ Have you ever been evicted or

asked to leave? Have you ever been convicted or indictment of a felony? Have you

ever been sued for non payment of rent? \_\_\_\_\_ Ever declared Bankruptcy? \_\_\_\_\_

If yes on any question please explain. \_\_\_\_\_

Do you receive Child support, Alimony Or any kind of supplemental income?

**Applicant**

Name \_\_\_\_\_ SSN \_\_\_\_\_ DL# \_\_\_\_\_  
Date of Birth \_\_\_\_\_ HomePhone# \_\_\_\_\_ Wk# \_\_\_\_\_  
Cell# \_\_\_\_\_ Emergency # \_\_\_\_\_

Present Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Apt # \_\_\_\_\_  
How Long at this address? \_\_\_\_\_ Landlords Phone \_\_\_\_\_  
Why are you leaving this address? \_\_\_\_\_

Previous Address : \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Apt # \_\_\_\_\_  
How Long at this address? \_\_\_\_\_ Landlords Phone \_\_\_\_\_  
Why did you leave this address? \_\_\_\_\_

Present Employer \_\_\_\_\_ Phone # \_\_\_\_\_  
Position \_\_\_\_\_ Address \_\_\_\_\_ Hire Date \_\_\_\_\_  
Gross Monthly Income \_\_\_\_\_ ? HR Contact Number \_\_\_\_\_

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If yes on any question please explain. \_\_\_\_\_

Do you receive Child support, Alimony Or any kind of supplemental income?

**Leasing Terms (Please read and initial each paragraph)**

\_\_\_\_\_ **Application fee- \$35.00** per adult (including co-signers) due at the time of the application. This is non refundable.

\_\_\_\_\_ **Application Deposit-** If deposit is paid prior to applicants signing the lease it is considered to be an application deposit. If applicant(s) are approved and do not sign the lease or move in on the agreed date the application deposit will be forfeited per the Texas Property Code. When the lease is signed the application deposit will become all or part of the lease security deposit. The property will remain on the market until the application deposit has been paid. We suggest bringing application deposit with application to avoid possible loss of the property.

\_\_\_\_\_ **Property can only be held for two weeks.**

\_\_\_\_\_ **Tenant approval criteria.** Reasons for denial include: Income less than 3 times the monthly rent. Criminal history, Rental history, Credit History, Failure to provide complete information on the application, or any other lawful reason.

\_\_\_\_\_ **Repairs** -The property is being leased in as is except for the following repairs I am requesting:

\_\_\_\_\_ **Lease Terms-** Lease terms are for a one-year term. Rent is due and payable on the 1<sup>st</sup> of each month. If not paid by the 3<sup>rd</sup> of the month a late charge will be due of \$50 plus \$10 per day till the full rent is paid in full. Late fees are due immediately. If rent is not paid by the 7<sup>th</sup> of the month. Eviction papers may be filed and you will be responsible for legal fees and trip charges. The first full months rent will be due when you pick up your keys. Prorated rent if any will be payable on the 1<sup>st</sup> of the next month after your move in. Tenants are responsible for the first \$40 dollars of repairs.

\_\_\_\_\_ **Checks-** We do not accept checks from anyone who has leased from us less than 1 year. After one year you may apply to be approved by us to write checks. For your safety and our employees no cash please.

\_\_\_\_\_ **Pets-** Pets are allowed with our approval. There will be a pet charge of \$10 per day per pet for pets without a deposit, or pets that haven't been approved. Pet deposit are required before move in.

I was shown this property by \_\_\_\_\_. I agree to move in on \_\_\_\_\_  
I hereby authorize Apex Realty to run credit reports, criminal history, and any verification needed for this application. I attest that all information provided is true and correct. All properties are offered without regard to race, color, religion, creed, sex, national origin or familial status. I hereby acknowledge that I have had an opportunity to review the landlords tenant selection criteria above.

Signatures X \_\_\_\_\_

X \_\_\_\_\_

**Approved by the Texas Real Estate Commission for Voluntary Use**

*Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.*

# Information About Brokerage Services

**B**efore working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

## **IF THE BROKER REPRESENTS THE OWNER:**

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written - listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

## **IF THE BROKER REPRESENTS THE BUYER:**

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

## **IF THE BROKER ACTS AS AN INTERMEDIARY:**

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License

Act. The broker must obtain the written consent of each party to the transaction to act as an intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

## **If you choose to have a broker represent you,**

you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

Buyer, Seller, Landlord or Tenant

Date

Texas Real Estate Brokers and Salespersons are licensed and regulated by the Texas Real Estate Commission (TREC). If you have a question or complaint regarding a real estate licensee, you should contact TREC at P.O. Box 12188, Austin, Texas 78711 -2188 or 512-465-3960.

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**01A** TREC No. OP-K