

## Residential Rental Application Packet Instructions

Thank you for your interest in our property! Let's get started! To apply for one of our rental properties, each occupant over the age of 18 will need to complete the Application process.

**Electronic Records, Initials, and Signatures:** This Residential Rental Application Packet is provided in electronic format for the applicant's convenience. Applicants may complete, electronically initial, sign, save, and return documents electronically or by hand. Electronic initials and signatures are accepted in accordance with applicable Texas law and are intended to have the same legal effect as handwritten initials and signatures. Applicants who prefer to sign by hand may print the applicable documents, complete the required initials and signatures, and return scanned copies to the brokerage. Regardless of the method selected, all required fields, acknowledgements, initials, and signatures must be completed before the application can be processed.

Please complete the process listed below:

### 1. Step 1 - Residential Properties – Required Forms:

- a. After downloading the Residential Properties – Required Forms, read and sign the “*Information About Brokerage Services*” form. This form is informational only and required by law.
- b. Next read and sign the “*Brewster Realty & Investment's Privacy Policy for Personal Information*” form. Please initial the bottom of each page, sign and date the last page.
- c. Then review the “*Landlord's Tenant Selection Criteria And Grounds For Denial*”, to ensure you meet the minimum selection qualifications and disqualifications. Please initial the bottom of each page, sign and date the last page.
- d. Complete, Sign and Date the “*TEXAS ASSOCIATION OF REALTORS® RESIDENTIAL LEASE APPLICATION*” form.
- e. Submit via email to [Brewster@brewster-realty.com](mailto:Brewster@brewster-realty.com):
  - i. Signed “*Information About Brokerage Services*” Form
  - ii. Signed “*Brewster Realty & Investment's Privacy Policy*”
  - iii. Signed “*Landlord's Tenant Selection Criteria And Grounds For Denial*” Form
  - iv. Signed and Dated “*TEXAS ASSOCIATION OF REALTORS® RESIDENTIAL LEASE APPLICATION*” form
  - v. Provide your name, email address, requested move-in and move-out dates, and a copy of valid driver license/government ID
  - vi. Previous two (2) year History of Documented Income. Examples of documented income are copies of two (2) years of: (1) Bank Statements; (2) Pay Check stubs; (3) Tax returns (mandatory for self-employed applicants); (4) Proof of funds; (5) Employment verification form (signed by employer); (6) Etc.,

### 2. Step 2 - Residential Properties – Background & Credit Check:

- a. To complete the background and credit check, click “Rental Application – Apply Online”
- b. Next select your interested property and create your account.
- c. Follow the instructions and complete the required information for the background and credit check.
- d. Pay the Non-Refundable Application fee of \$50.00

## Rental Application – Terms and Conditions

**Rental Application – Terms and Conditions.** Brewster Realty & Investment Company LLC reserves the right not to accept or process applications partially completed or not completed according to the instructions provided above.

APPLICATIONS ARE NOT CONSIDERED COMPLETED UNTIL NON-REFUNDABLE APPLICATION FEE(S) AND ALL DOCUMENTS and DOCUMENTATIONS LISTED ABOVE HAVE BEEN RECEIVED. All collected Application fee(s) are **NON-REFUNDABLE and will not be refunded under any circumstances**. Applications are processed Monday-Friday and could take up to 5-7 days. Brewster Realty & Investment Company LLC accepting or processing your application is preliminary only and does not obligate the Landlord or Brewster Realty & Investment Company LLC to execute a lease or deliver possession of the property. There is no binding lease agreement until both parties sign all lease documents and Brewster Realty & Investment Company LLC have received all required certified funds. Brewster Realty & Investment Company LLC may receive multiple applications on the property and reserves the right to process all applications for consideration as to what Landlord, Brewster Realty & Investment Company LLC in their sole discretion, deem the best applicant, which may not be the first application received. Additionally, we may welcome best offers from each applicant with rent amount, move in date, lease term, and repair stipulations. Unless Landlord and Applicant enter into a separate written agreement, the property shall remain on the market, are subject to prior sale, change or withdrawal. Brewster Realty & Investment Company LLC, Landlord reserves the right to continue to show the property, and accept another offer until a lease is signed by all parties.

Landlord may deny application or may take other adverse actions against applicant (including, but not limited to, requiring additional references, additional documentation, a co-signer on the lease, requiring an additional deposit, or raising rent to a higher amount than for another applicant). If application is denied or another adverse action is taken based upon information obtained from credit report or credit score, applicant will be notified.

Quoted Rent Rate does not include all tenant costs required to lease and maintain the property. Property is offered As-Is, Landlord and Broker makes no expressed or implied warranties. Buyers/Lessee & Agent are responsible for verifying the accuracy of all information including but not limited to square footage, measurements, amenities, schools and should independently investigate the data or retain appropriate professionals before relying on it in a purchase/lease decision. Brewster Realty & Investment Company LLC, Landlord, Karen Florence, George Florence as well as other members and representatives of these entities do not assume any liability whatsoever for the accuracy and completeness of the property data/information and shall be held totally harmless.

Brewster Realty & Investment Company LLC, Landlord, Karen Florence, George Florence, as well as other members and representatives of these entities have an ownership interest in this property and are acting in the Landlord, Broker, REALTOR®, and Property Manager capacity.

Brewster Realty & Investment Company LLC is dedicated and committed to equal opportunity and non-discrimination in all of our business practices. Brewster Realty & Investment Company LLC expressly prohibits any form of discrimination based on race/ethnicity, color, creed, religion, ancestry, national origin, age, disability, a person's actual or perceived gender (including gender identity), sexual orientation, marital status, partnership status, familial status, political beliefs, or veteran status. This property listing is offered without respect to any protected classes in accordance with the law.

## Lease Application Checklist

We are excited about your interest in this property! However, since incomplete applications might not be accepted or processed until it is complete; let's check to make sure everything is sent in. Please take a moment to check to see if the following has been completed:

| Yes | No | Requirements                                                                                                                                                         |
|-----|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |    | 1. Did each occupant over the age of 18 complete an Application?                                                                                                     |
|     |    | 2. Was a Signed "Information About Brokerage Services" Form sent?                                                                                                    |
|     |    | 3. Was the "Brewster Realty & Investment's Privacy Policy for Personal Information" form initialed at the bottom of each page, signed, dated, and sent?              |
|     |    | 4. Was the "Landlord's Tenant Selection Criteria And Grounds For Denial" Form initialed at the bottom of each page, signed, dated, and sent?                         |
|     |    | 5. Was the "TEXAS ASSOCIATION OF REALTORS® RESIDENTIAL LEASE APPLICATION" form completed, signed, dated, and sent?                                                   |
|     |    | 6. Did each Applicant provide:                                                                                                                                       |
|     |    | a. Name ?                                                                                                                                                            |
|     |    | b. Email address ?                                                                                                                                                   |
|     |    | c. Requested move-in date ?                                                                                                                                          |
|     |    | d. Requested move-out date ?                                                                                                                                         |
|     |    | e. copy of valid driver license/government ID ?                                                                                                                      |
|     |    | 7. Did each Applicant provide previous two (2) year History of Documented Income?                                                                                    |
|     |    | a. copies of two (2) years of Bank Statements?                                                                                                                       |
|     |    | b. copies of two (2) years of Pay Check stubs?                                                                                                                       |
|     |    | c. copies of two (2) years of Tax returns (mandatory for self-employed applicants)?                                                                                  |
|     |    | d. copies of two (2) years of Proof of funds?                                                                                                                        |
|     |    | e. copies of two (2) years of Employment verification form (sign by employer)?                                                                                       |
|     |    | f. copies of two (2) years of other documentation?                                                                                                                   |
|     |    | 8. Was ALL required Documents and Documentation listed above submitted via email to <a href="mailto:Brewster@brewster-realty.com">Brewster@brewster-realty.com</a> ? |
|     |    | 9. Was the Non-Refundable Application fee of \$50.00 paid?                                                                                                           |
|     |    | 10. Did each Applicant complete the Background & Credit Check online?                                                                                                |



# Information About Brokerage Services

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

11-03-2025



## 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.

**WRITTEN AGREEMENTS ARE REQUIRED IN CERTAIN SITUATIONS:** A license holder who performs brokerage activity for a prospective buyer of residential property must enter into a written agreement with the buyer before showing any residential property to the buyer or if no residential property will be shown, before presenting an offer on behalf of the buyer. This written agreement must contain specific information required by Texas law. For more information on these requirements, see section 1101.563 of the Texas Occupations Code. **Even if a written agreement is not required, to avoid disputes, all agreements between you and a broker should be in writing and clearly establish: (i) the broker's duties and responsibilities to you and your obligations under the agreement; and (ii) the amount or rate of compensation the broker will receive and how this amount is determined.**

## 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 by the buyer or buyer's agent. **An owner's agent fees are not set by law and are fully negotiable.**

**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. **A buyer/tenant's agent fees are not set by law and are fully negotiable.**

**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.

## A LICENSE HOLDER CAN SHOW PROPERTY TO A BUYER/TENANT WITHOUT REPRESENTING THE BUYER/TENANT IF:

- The broker has not agreed with the buyer/tenant, either orally or in writing, to represent the buyer/tenant;
- The broker is not otherwise acting as the buyer/tenant's agent at the time of showing the property;
- The broker does not provide the buyer/tenant opinions or advice regarding the property or real estate transactions generally; and
- The broker does not perform any other act of real estate brokerage for the buyer/tenant.

Before showing a residential property to an unrepresented prospective buyer, a license holder must enter into a written agreement that contains the information required by section 1101.563 of the Texas Occupations Code. The agreement may not be exclusive and must be limited to no more than 14 days.

**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.

|                                                                      |             |                                |                          |
|----------------------------------------------------------------------|-------------|--------------------------------|--------------------------|
| Brewster Realty & Investment Company, LLC                            | 9001194     | Brewster@Brewster-Realty.com   | (972) 241-2721           |
| Name of Sponsoring Broker (Licensed Individual or Business Entity)   | License No. | Email                          | Phone                    |
| Karen Walsh Florence                                                 | 351008      | kfflorence@brewster-realty.com | (972) 241-2721, Ext 4001 |
| Name of Designated Broker of Licensed Business Entity, if applicable | License No. | Email                          | Phone                    |
| Name of Licensed Supervisor of Sales Agent/Associate, if applicable  | License No. | Email                          | Phone                    |
| George Florence                                                      | 632677      | gflorence@brewster-realty.com  | (972) 241-2721, Ext 4002 |
| Name of Sales Agent/Associate                                        | License No. | Email                          | Phone                    |

Buyer/Tenant/Seller/Landlord Initials

Date

## BREWSTER REALTY & INVESTMENT COMPANY, LLC

### Privacy Policy for Personal Information and Electronic Consent

*Last updated: October 26, 2026*

Brewster Realty & Investment Company, LLC (the "Company") is committed to protecting your privacy and safeguarding your personal information, thus keeping it personal and private. The purpose of this Privacy Policy is to inform you of our practices relating to information Collection; Use; Disclosure; and Protection of your personal information including tax identification number(s), Social Security Number(s), and other identifying or sensitive personal information you share with us as part of selling, leasing, managing, and maintaining residential and commercial properties.

Brewster Realty & Investment Company, LLC (the "Company") has updated this Privacy Policy (the "Privacy Policy") to reflect changes in data protection law. It applies to the Company's practices (collectively, "Brewster Realty & Investment"), the Company's website <http://www.brewster-realty.com> ("Website"), and to other interactions as part of selling, leasing, managing, and maintaining residential and commercial properties (e.g., customer service inquiries/requests, rental applications, user conferences, etc.) you may have with the Company (all of which in this Privacy Policy Agreement will collectively be referred to as the "Services"). Therefore, this Agreement shall apply to Brewster Realty & Investment Company, LLC (the "Company"), and thus it shall govern any and all data collection, maintenance, and usage thereof. Use of our website, or our services, signifies your understanding and acceptance of the terms of this Agreement and you are herein consenting to the following data procedures expressed within this Agreement. This Agreement in no way restricts or limits our collection and use of aggregate information. The term "you" as used in this Agreement includes the Client, Customer, Tenant, Vendor, etc. The Company is sometimes referred to in this Agreement as "we", "our" or "us." We urge you to read this Agreement carefully and to check back periodically as this Agreement may change from time to time. We reserve the right to change this Privacy Policy Agreement at any time. Any changes will be effective immediately upon the posting of the revised Privacy Policy Agreement.

### Collection of Personal Information

What is personal information and how is it collected? Personal information is, any information that you voluntarily submit to us, that identifies you personally, including contact information, such as your name, address, e-mail address, phone number, and other information about yourself. The Company collects information from you in order to provide service to you in an efficient and effective manner and strive to improve upon our services. This information is collected when you voluntarily provide it to us, when you use the Services, and when other sources provide it to us. We may also collect summary information from Letters, faxes, phone and email interactions you may have with our staff and sales representatives, including additional information you may have provided during those interactions. For example: (1) in consumer reports from reporting agencies to which this company subscribes in connection with lease applications, or for other reasons that the consumer may authorize this company to obtain;(2) in lease applications a prospective tenant completes; (3) in other real estate related forms the customer or client completes in or related to a transaction; and (4) in tax reporting forms that the customer or client uses as documentation of income and which are given to this company.

Applications. Personal information is furnished during the lease application process by your voluntarily submission on the lease application form and by other documentations such as credit reports, either on paper or electronically. This information includes:(1) information in a consumer report; or(2) an individual's first name or initial and last name in combination with any of the following:(a) birth date;(b) social security number or other government issued identification number;(c) mother's maiden name;(d) unique biometric data (fingerprint, voice print, retina image);(e) unique electronic identification number our routing code;(f) telecommunication access devices including debit or credit card information; or (g) financial institution account or information. A consumer report is a report related to a person's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living prepared by or obtained from an agency that collects such information such as a credit reporting agency. All information in your credit report is produced by one of the credit reporting agencies and its accuracy is their responsibility. If you believe that some of the information in your credit report is inaccurate, you must contact the applicable credit reporting agency directly.

Company and Contact Forms. When completing our forms, the customer or client may send the information to this company by mail, fax, personal delivery, or by e-mail. Customers or clients may occasionally provide personal information to this company or its agents by other means such as telephone calls, fax messages, or e-mail messages in order expedite a transaction in which the customer or client is involved.

Website. Collects various types of information, including information that has been voluntarily submitted to us, by way of lease applications, emails , surveys, etc., such voluntary information can include contact information, such as your name, address, e-mail address, billing and/or credit card information, phone number, , etc., which may be used when you purchase products and/or services and to deliver the requested services.

Website Comments. When visitors leave comments on the Website we collect the data shown in the comments form, and also the visitor's IP address and browser user agent string to help spam detection. An anonymized string created from your email address (also called a

hash) may be provided to the Gravatar service to see if you are using it. The Gravatar service privacy policy is available here: <https://automattic.com/privacy/>. After approval of your comment, your profile picture is visible to the public in the context of your comment.

**Website Media.** If you upload images to the Website, you should avoid uploading images with embedded location data (EXIF GPS) included. Visitors to the Website can download and extract any location data from images on the Website.

**Web Browser Cookies and other tracking technologies.** Our Website may use "cookies" and other technologies to enhance your experience and analyze your online traffic patterns, store information to personalize your experience. If you leave a comment on our Website you may opt-in to saving your name, email address and Website in cookies. These are for your convenience so that you do not have to fill in your details again when you leave another comment. These cookies will last for one year. If you visit our login page, we will set a temporary cookie to determine if your browser accepts cookies. This cookie contains no personal data and is discarded when you close your browser. When you log in, we will also set up several cookies to save your login information and your screen display choices. Login cookies last for two days, and screen options cookies last for a year. If you select "Remember Me", your login will persist for two weeks. If you log out of your account, the login cookies will be removed. If you edit or publish an article, an additional cookie will be saved in your browser. This cookie includes no personal data and simply indicates the post ID of the article you just edited. It expires after 1 day. By continuing to browse on our Website, you are agreeing to our use of cookies. Most web browsers automatically accept cookies, but you can adjust your privacy preferences regarding the use of cookies and similar technologies. In your web browser's settings, you can set preferences for certain websites, to alert you when cookies are being sent or choose to block or delete them. However, disabling cookies may impair your user experience and disable certain features of our Websites. You may deactivate cookies if you do not want your browsing to be tracked.

**Embedded content from other websites.** Articles on this site may include embedded content (e.g. videos, images, articles, etc.) that are beyond our control. Embedded content from other websites behaves in the exact same way as if the visitor has visited the other website. These websites may collect data about you, use cookies, embed additional third-party tracking, and monitor your interaction with that embedded content, including tracking your interaction with the embedded content if you have an account and are logged in to that website. This Privacy Policy Agreement does not cover the collection of information by those other companies and consumer applications. Although we encourage third parties to provide their own privacy policies, we are not responsible for their activities, such as how they handle the information, they collect online.

Any personal information you share with us is used to serve your needs as our clients and customers and is kept private. We collect certain nonpublic personal identifying information about you from information provided by you or is obtained by us with your permission in order to process your requests or transactions. We retain Personal Information that you provide to us where we have an ongoing legitimate business need to do so, for example, as long as is required in order to provide you with requested services.

## Use of Personal Information

**How And When Is The Personal Information Used?** We use this information only for our business purposes involved in leasing a property to you. Examples of these uses include, but are not limited to, verifying statements made on your lease application (such as your lease, credit and business history), reviewing your lease for renewal and enforcing your lease obligations (such as to obtain payment for money you may owe us in the future).

**Personal Information from Prospective Tenants:** The personal information that prospective tenants provide to this company is primarily used to obtain consumer reports (credit checks). It may also be used to perform background checks and lease history searches. The information in the consumer reports may be discussed with landlords for whom this company manages property. This company also reports information to credit reporting agencies and uses personal information to complete those reports.

**Personal Information from Owners of Properties Managed by the Company:** When this company acts as a property manager for a property owner, the company uses the property owner's personal information only: (a) to deliver the required management services; (b) to file any required reports with governmental agencies (for example, the IRS); or (c) for other purposes the property owner may authorize.

**Personal Information from Clients:** When this company represents a person (buyer, seller, landlord, or tenant) in a transaction the agent servicing the client may, on the client's behalf and at the client's instruction, convey personal information he or she provides to the agent to service providers (for example, mortgage lenders and title companies) as those service providers may require for the products or services the client needs or requests. If this company represents a prospective tenant in a lease transaction, the personal information may, on the tenant's behalf and with the tenant's knowledge, be discussed with and provided to landlords or their agents. This company and its agents exercise reasonable discretion when discussing any personal information with others.

## Security of Your Information

11680 Harry Hines Blvd, Ste 1  
 Dallas, TX 75229  
 Phone: (972) 241-2721  
[www.Brewster-Realty.com](http://www.Brewster-Realty.com)

Initials \_\_\_\_\_

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**How is the personal information protected?** In order to protect your nonpublic personal information, our policy and procedures are designed to help ensure that your information is kept secure; we maintain physical, electronic and procedural safeguards that follow with our professional guidelines and comply to follow all federal and state laws regarding the protection of your personal information. While no one can guarantee against identity theft or the misuse of personal information, it is our highest priority to protect it from loss, misuse, alternation or destruction by any unauthorized party.

Keeping confidential information confidential is our policy. Brewster Realty & Investment Company, LLC and its agents exercise reasonable discretion when discussing any personal information with others and can only access and releases personal information to others only as described by this policy. Management Contracts, Tenant Agreements, Written files, and other Document Storage containing confidential information will be kept under lock and key and electronic records are protected with passwords and control access protocols assigned to authorized persons in this company.

We do not permit its employees or agents to make copies of consumer reports or records of insurance claims. The consumer reports retained in the company's files are not to be accessed in the future as a convenience to customers or clients. The individual agents that work with this company are independent contractors and the agent with whom a customer or client works with may maintain a separate transaction file. The company instructs its agents to not permit other persons to access the personal information in files the agents maintain. The company instructs its agents to protect the personal information in the agents' files in the same manner as described in this policy.

**Who has access to the personal information?** The following persons have access to personal information in this company's files: (1) the agent or broker who is servicing or coordinating the transaction; (2) the office manager to whom the agent reports; and (3) the owner of the company.

**What information is shared?** Personal Information we collect may be shared with a variety of parties, depending upon the purpose for and context in which that information was provided.

Credit information that you and credit authorizers provide when you make payments by credit card or electronic check for fees, rent, or other services via merchant application will only be used to process the transactions you request. Brewster Realty & Investment Company, LLC does not have access to your credit card payment information and does not store this information for any reason.

We may, without your consent, share Personal Information and other data with service providers who provide certain services on our behalf, or in the other circumstances noted below. For example, we may share certain Personal Information we collect with third parties such as providers of data hosting or processing services, payment processors, or other service providers. We also reserve the right to share any information we possess or data derived from it with service providers or others if such information has been reasonably de-identified. Visitor comments in Websites may be checked through an automated spam detection service.

Property owners for whom the company manages properties do not have access to personal information in the company's files. This company, due to language in federal and state laws, will not give or supply copies of the Credit reports to anyone including the landlord, property owner or tenant. Additionally, no detailed information may be given regarding specific accounts and/or balances owed. However, the company and its agents may discuss the information in a tenant's consumer report or lease application with a property owner. The only information we may share with the landlord, property owner or tenant is the following: (1) Income; (2) Lease history; (3) Number of occupants; (4) Employment history; (5) Criminal history; (6) Information regarding pets; (7) general information about the total number of accounts and the number of accounts that are delinquent.

Personal information from a buyer, seller, landlord, or tenant may be discussed with others (such as mortgage lenders or prospective landlords) only as is reasonably necessary to negotiate or close the transaction or to provide the services the customer or client seeks from this company. This company may, at the customer's or client's request, provide personal information to service providers in a transaction such as a title company or mortgage company if it is necessary to expedite or complete a transaction.

## Legal Disclosures

We also may without your consent, access and disclose your Personal Information, any communications sent or received by you, and any other information that we may have about you as may be permitted or as we believe in good faith may be reasonably necessary to your credit card issuer, credit reporting and fraud checking agencies as necessary, and to debt collection agencies, if you fail to pay monies owed to us. We reserve the right to transfer any information we have about you in connection with a sale, merger, consolidation, change in control, transfer of assets, reorganization or liquidation of our business. We reserve the right to disclose any Personal Information as needed if that information is requested by law enforcement agencies or if we are required to do so by law, treaty, regulation, subpoena, court order, or by a government entity. We also use your Personal Information if we have reasonable grounds to believe that disclosing such information is necessary in an emergency or to conduct investigations of possible breaches of law, to cooperate in any legal investigation, or to identify, contact, or bring legal action against someone in order to protect or defend a legal interest.

## Limitation of Liability

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By providing us with any Personal Information, you expressly and unconditionally release and hold harmless Brewster Realty & Investment Company, LLC and each of their related entities, parents, service providers, licensors, and its or their respective officers, directors, employees or agents (collectively the "Company") from any and all liability for any injuries, loss or damage of any kind arising from or in connection with the use and/or misuse of your collected Personal Information. In addition, while we take reasonable steps to prevent third party companies from making unauthorized use of your Personal Information, we cannot be held liable for any injuries, loss or damage of any kind arising from or in connection with the use and/or misuse of your collected Personal Information by those third parties. UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR ANY DAMAGES (INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, LOST PROFITS OR LOST REVENUE) THAT RESULT FROM THE USE OF THE INFORMATION OR MATERIALS ON THIS SITE, EVEN IF THE COMPANY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## Data Retention and Disposal

*How long is your Website data retained?* If you leave a comment, the comment and its metadata are retained indefinitely. This is so we can recognize and approve any follow-up comments automatically instead of holding them in a moderation queue. For users that register on our Website (if any), we also store the personal information they provide in their user profile. All users can see, edit, or delete their personal information at any time (except they cannot change their username). Website administrators can also see and edit that information.

*How is the personal information disposed?* After we no longer need or are required to keep your personal information, Brewster Realty & Investment Company, LLC, uses reasonable measures designed to dispose of personal information and prevent unauthorized persons from accessing it. Our disposal methods will include shredding, destruction or obliteration of paper documents and erasing or destruction of electronic files in ways that make the personal information unreadable.

## Data Rights

*Website Data Rights.* If you have an account on our Website, or have left comments, you can request to receive an exported file of the personal data we hold about you, including any data you have provided to us. You can also request that we erase any personal data we hold about you. This does not include any data we are obliged to keep for administrative, legal, or security purposes.

## Erroneous Records and Correction

If this company erroneously reports information to a consumer reporting agency, the company will act to correct the information in the company's records and request the reporting agency to correct the information in its records promptly after the company has learned and determined that the report was in error. If this company maintains an erroneous record that a consumer has issued a dishonored check, the company will promptly delete the record after the company and consumer agree that the information is in error or after the consumer provides the company with a law enforcement agency report stating that the dishonored check was not authorized.

**Notice:** Brewster Realty & Investment Company, LLC requests any person providing or contacting the Company or one of its agents concerning personal information, to verify your identity and to identify the information at that time as "personal information." Under certain circumstances, and in the event of a data breach involving your Personal Information that is likely to result in a risk to your rights and freedoms, we are required to notify the applicable supervisory authority within 72 hours after becoming aware of such a breach.

## Opt-Out and Contact Information

If you have any questions or concerns regarding the Privacy Policy Agreement or would like to exercise your option to discontinue receiving communication from us, please contact us:

Email: [Brewster@Brewster-Realty.com](mailto:Brewster@Brewster-Realty.com)

Telephone Number: 972-241-2721

Address: Brewster Realty & Investment Company, LLC, 11680 Harry Hines Blvd, Ste 1, Dallas, TX 75229

If you wish to unsubscribe or opt-out from any third-party websites, you must go to that specific website to unsubscribe and/or opt-out.

## Disclosure and Electronic Consent

Brewster Realty & Investment Company, LLC puts the security of our customers and client at a high priority. Therefore, we continually work to design and implemented strict protocols in our policy and procedures to help ensure that your information is kept secure. While no one can guarantee against identity theft or the misuse of personal information, it is our highest priority to protect it from loss, misuse, alternation or destruction by any unauthorized party.

Keeping confidential information confidential it our policy. Unfortunately, full security of the email cannot be ensured as, despite our efforts, the data included in emails could be infected, intercepted, or corrupted. Therefore, we must work together to protect the privacy

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Initials \_\_\_\_\_

Initials \_\_\_\_\_

Initials \_\_\_\_\_

Initials \_\_\_\_\_

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of information during transactions. The recipient should implement and maintain internal procedures to minimize the risk of unauthorized disclosure. The recipient should configure infrastructure such as Firewalls, Routers, personal computers, and similar components to industry best security practices, including disabling unnecessary services or features, removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks. It is necessary to keep operating system(s), Firewalls, Routers, servers, personal computers (laptop and desktop) and all other systems current with appropriate system patches and updates. Implement and follow current best security practices for Computer Virus detection scanning services and procedures: on all computers, systems and networks.

I have read the information provided herein and I acknowledge that although Brewster Realty & Investment Company, LLC and I are advised to take measures to improve the security of our electronic communication, that no one can guarantee against identity theft or the misuse of personal information, and protection it from loss, misuse, alternation or destruction by any unauthorized party. I understand that communication via email/text is not required for my participation in the lease process with Brewster Realty & Investment Company, LLC, and if I sign this form I may withdraw my consent at anytime by contacting Brewster Realty & Investment Company, LLC in writing.

By signing below, I acknowledge that I, consent to electronic communication and I agree that Brewster Realty & Investment Company, LLC will not be liable for any breaches of confidentiality, whether caused by me, Brewster Realty & Investment Company, LLC, or a third party. I agree that I will not hold Brewster Realty & Investment Company, LLC liable for any direct, indirect, consequential, or incidental, special, consequential or special damages, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from: the use or the inability to use electronic communication, Unauthorized access to your transmission, Unauthorized alteration of your data, Statements or conduct of the third party service provider; Any other matter relating to the use electronic communication. Privacy in our Privacy Policy Agreement (that has been included above) will apply to this use electronic communication.

I further agree to waive and hold harmless Brewster Realty & Investment Company, LLC as outlined herein. I hereby releases, and forever discharges Brewster Realty & Investment Company, LLC, and any and all of their respective parents, partners, subsidiaries and affiliates, assigns, employees, agents, officers, managing members, and representatives from and against all claims, damages, losses, expenses and costs, liabilities, obligations, actions and causes whatsoever, whether known or unknown, whether liability be direct or indirect, liquidated or unliquidated, whether absolute or contingent, foreseen or unforeseen, suspected or unsuspected, anticipated or unanticipated, disclosed or undisclosed, and whether or not heretofore asserted, including reasonable legal fees. I agree to defend, indemnify and hold Brewster Realty & Investment Company, LLC harmless (with counsel reasonably satisfactory to Brewster Realty & Investment Company, LLC) from and against any and all claims, demands and causes of action of any third parties, and any costs (including reasonable attorneys' fees).

### Electronic Signature and Document Acknowledgment

By typing my full legal name in the signature field below, I acknowledge and agree that:

1. I acknowledge I have received and reviewed the information contained in this document and, where applicable, agree to its stated terms, conditions, and authorizations.
2. I voluntarily consent to the use of electronic records and signatures and intend my typed name to serve as my electronic signature, with the same legal force and effect as my handwritten signature, to the extent permitted by applicable law.
3. I understand that my electronic signature confirms my acknowledgement and any applicable agreement as stated above.

### Document Name: Privacy Policy for Personal Information and Electronic Consent

#### Applicant's Electronic Signature (Type Full Legal Name):

|            |            |            |            |
|------------|------------|------------|------------|
| Name _____ | Date _____ | Name _____ | Date _____ |
| Name _____ | Date _____ | Name _____ | Date _____ |

## LANDLORD'S TENANT SELECTION CRITERIA AND GROUNDS FOR DENIAL

**Pursuant to Texas Property Code Section 92.3515, "NOTICE OF ELIGIBILITY REQUIREMENTS.** (a) At the time an applicant is provided with a rental application, the landlord shall make available to the applicant printed notice of the landlord's tenant selection criteria and the grounds for which the rental application may be denied"

- 1. Criminal History:** Landlord will perform a criminal history check on you to verify the information provided by you on the Lease Application. ANY applicant(s) or occupant(s) (including children) who plan to live on the property that has convictions of: felonies; involving controlled substances or alcohol; involving crimes against people or property; sex crimes; or terrorist activity will be denied rental opportunities. Any applicant that has pending litigation involving the items listed above cannot be approved until such litigation is resolved.
- 2. Previous Rental History:** Landlord will verify your previous rental history using the information provided by you on the Lease Application. Your failure to provide the requested information, unverifiable information, provision of inaccurate information, or information learned upon contacting previous landlords may influence Landlord's decision to lease the Property to you. Rental history should include a minimum of two (2) years verifiable rental history or property ownership with good rental/mortgage history. Applicant(s) with delinquent rental/mortgage debt, history of non-payment or frequent late rent payments or evictions may be denied residency. Landlord references are required.
- 3. Current Income:** Gross monthly documented income must be equivalent to or greater than three (3) times the rental amount. Income can include child support, alimony, social security etc. but must provide documentation. Two (2) years of documentation of income may be provided by, but not limited to: Bank Statements, Pay Check stubs, Employment verification form sign by employer, two (2) years of tax returns for self-employed applicants. Depending upon the rental amount being asked for the Property, the sufficiency of your income along with the ability to verify the stated income may influence Landlord's decision to lease the Property to you.
- 4. Credit History:** Landlord will obtain a Credit Reporting Agency (CRA) report, commonly referred to as a credit report, in order to verify your credit history. Applicant must possess a good credit history with minimum late payments during the preceding 12 months. Any delinquent debt, credit judgments, repossessions, or bankruptcies are considered negatives and maybe grounds to decline an applicant(s).
- 5. Failure to Provide Accurate Information in Application:** If at any time during the application process if any information is inaccurate, unverifiable, or absent, the application will automatically be denied.
- 6. Application:** Lease Holder(s) must be 18 years or older. Each occupant over the age of 18 must complete an application. Must have a valid driver license/government ID per application and valid Social Security number/work ID number.
- 7. Application Fee:** Non-Refundable Application fee of \$50.00 per application.



Brewster Realty & Investment Company, LLC

Since 1952

8. **Employment:** Lease Holder(s) must stable, verifiable minimum two years of Employment/Self-Employment.
9. **Number of Occupants:** Maximum occupancy rules as declared per state law or local ordinances; often no more than two (2) per bedroom. The house is intended for one single family. (\* Lessee with the intention of having more than two (2) occupants per bedroom are responsible for verifying the state law or local ordinances and should independently investigate the data or retain appropriate professionals.)
10. **Pets:** Allowed per owner's discretion, on a case by case basis. Additional pet fees may apply.
  - a. Number Limit, Size Limit.
  - b. Aggressive breeds or dog breeds considered restricted-breeds by Insurance Companies will not be accepted: including but not limited to: Chows, Pitt Bulls, or Rottweilers.
  - c. No cats, exotic pets, animals with bite history, or potentially dangerous animals accepted.
11. **Smoking:** No Smoking permitted on the Property.
12. **Move-In Date:** Application may be denied if requested move-in date is more than two (2) weeks beyond advertised move-in availability date.

### Rental Application – Terms and Conditions

Brewster Realty & Investment Company LLC, Landlord, Karen Florence, George Florence, as well as other members and representatives of these entities have an ownership interest in this property and are acting in the Landlord, Broker, REALTOR®, and Property Manager capacity.

Brewster Realty & Investment Company LLC is dedicated and committed to equal opportunity and non-discrimination in all of our business practices. Brewster Realty & Investment Company LLC expressly prohibits any form of discrimination based on race/ethnicity, color, creed, religion, ancestry, national origin, age, disability, a person's actual or perceived gender (including gender identity), sexual orientation, marital status, partnership status, familial status, political beliefs, or veteran status. This property listing is offered without respect to any protected classes in accordance with the law.

Brewster Realty & Investment Company LLC reserves the right not to accept or process applications partially completed or not completed according to the instructions provided on the *LEASE APPLICATION INSTRUCTIONS* form. Applications are not considered complete until all non-refundable application fee(s), required documents and documentation have been received. All collected Application fee(s) are **NON-REFUNDABLE and will not be refunded under any circumstances**. Brewster Realty & Investment Company LLC accepting or processing your application is preliminary only and does not obligate the Landlord or Brewster Realty & Investment Company LLC to execute a lease or deliver possession of the property. There is no binding lease agreement until both parties sign all lease documents and Brewster Realty & Investment Company LLC have received all required certified funds. Brewster Realty & Investment Company LLC may receive multiple applications on the property and reserves the right to process all applications for consideration as to what Landlord, Brewster Realty & Investment Company LLC in their sole discretion, deem the best applicant, which may not be the first application received. Additionally, we may welcome best offers from each applicant with rent amount, move in date, lease term, and repair stipulations. Unless Landlord and Applicant enter into a separate written agreement, the property shall remain on the market, are subject to prior sale/lease, change or withdrawal. Brewster Realty & Investment Company LLC, Landlord reserves the right to continue to show the property, and accept another offer until a lease is signed by all parties.

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Dallas, TX 75229  
Phone: (972) 241-2721  
[www.Brewster-Realty.com](http://www.Brewster-Realty.com)

Applicants Initial's: \_\_\_\_\_

BRIC Management/Landlord: \_\_\_\_\_

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By signing below, I acknowledge that the quoted Rent Rate does not include all tenant costs required to lease and maintain the property. I agree the property is offered As-Is, Landlord and Broker makes no expressed or implied warranties. I represent and warrant that prior to submitting my application, I have fully inspected the property, had an opportunity to measure the actual dimensions of the property, and have independently investigated the data or retain the appropriate professionals to verified all information including but not limited to square footage, measurements, amenities, schools, etc., and agree the present condition of the property as well as the square footage figures, measurements, and/or descriptions as acceptable for all lease purposes.

By my signature below, I acknowledge that prior to submitting my application, I had an opportunity to review the landlord's tenant selection criteria and grounds for denial and I fully understand its contents. I understand based on the information I provide, Landlord may deny my application or may take other adverse actions against me (including, but not limited to, requiring additional references, additional documentation, a co-signer on the lease, requiring an additional deposit, or raising rent to a higher amount than for another applicant). I understand if my application is denied or another adverse action is taken based upon information obtained from my credit report or credit score, I will be notified.

**APPLICANT MUST SIGN BEFORE APPLICATION CAN BE PROCESSED**

**Electronic Signature and Document Acknowledgment**

By typing my full legal name in the signature field below, I acknowledge and agree that:

1. I acknowledge I have received and reviewed the information contained in this document and, where applicable, agree to its stated terms, conditions, and authorizations.
2. I voluntarily consent to the use of electronic records and signatures and intend my typed name to serve as my electronic signature, with the same legal force and effect as my handwritten signature, to the extent permitted by applicable law.
3. I understand that my electronic signature confirms my acknowledgement and any applicable agreement as stated above.

**Document Name: LANDLORD'S TENANT SELECTION CRITERIA AND GROUNDS FOR DENIAL**

**Applicant's Electronic Signature (Type Full Legal Name):**

\_\_\_\_\_  
 Applicant's Printed Name

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Applicant's Printed Name

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Applicant's Printed Name

\_\_\_\_\_  
 Applicant's Printed Name

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

\_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 Date

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Applicants Initial's: \_\_\_\_\_

BRIC Management/Landlord: \_\_\_\_\_

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## RESIDENTIAL LEASE APPLICATION

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
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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: \$ \_\_\_\_\_  
Initial Lease Term Requested: \_\_\_\_\_ (months)

### A. Applicant Identification:

**Applicant's name** (as listed on proof of identification) \_\_\_\_\_  
Applicant's former last name (if applicable) \_\_\_\_\_  
E-mail \_\_\_\_\_ Mobile Ph. \_\_\_\_\_  
Work Ph. \_\_\_\_\_ Home Ph. \_\_\_\_\_  
Do you consent to receiving text messages? ☐ yes ☐ no Soc. Sec. No. \_\_\_\_\_  
Driver License/ID No. \_\_\_\_\_ in \_\_\_\_\_ (state) Date of Birth \_\_\_\_\_  
Height \_\_\_\_\_ Weight \_\_\_\_\_ Eye Color \_\_\_\_\_ Hair Color \_\_\_\_\_

Are there co-applicants? ☐ yes ☐ no **Note: If yes, each co-applicant must submit a separate application.**

Co-applicant's name \_\_\_\_\_ relationship \_\_\_\_\_  
Co-applicant's name \_\_\_\_\_ relationship \_\_\_\_\_  
Co-applicant's name \_\_\_\_\_ relationship \_\_\_\_\_

### B. Property Condition:

Applicant ☐ has ☐ has not viewed the Property in-person prior to submitting this application.

**Applicant is strongly encouraged to view the Property in-person 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: \_\_\_\_\_

### C. Representation and Marketing:

Is Applicant represented by a REALTOR® or other agent? ☐ yes ☐ no

If yes, Name: \_\_\_\_\_

Company: \_\_\_\_\_

E-mail: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Applicant was made aware of Property via:

☐ Sign ☐ Internet ☐ Other \_\_\_\_\_

**D. Applicant Information:**

**Housing:**

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

Landlord or Property Manager's Name: \_\_\_\_\_

Email: \_\_\_\_\_

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

Move In Date: \_\_\_\_\_ Move Out Date: \_\_\_\_\_ Rent: \$ \_\_\_\_\_

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

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

Landlord or Property Manager's Name: \_\_\_\_\_

Email: \_\_\_\_\_

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

Move In Date: \_\_\_\_\_ Move Out Date: \_\_\_\_\_ Rent: \$ \_\_\_\_\_

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

**Employment and Other Income:**

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

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

Employment Verification Contact: \_\_\_\_\_ 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)

Employment Verification Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

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

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

*Note: Applicant is responsible for including the appropriate contact information for employment verification purposes.*

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

\_\_\_\_\_

\_\_\_\_\_

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

Name and Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

**E. Occupant Information:**

Name all other persons that are not co-applicants who will occupy the Property:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ DOB: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ DOB: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ DOB: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ DOB: \_\_\_\_\_

**F. Vehicle Information:**

List all vehicles to be parked on the Property (cars, trucks, boats, trailers, motorcycles, other types of vehicles):

| Type | Year | Make | Model | License Plate No./State | Mo. Payment |
|------|------|------|-------|-------------------------|-------------|
|      |      |      |       |                         |             |
|      |      |      |       |                         |             |
|      |      |      |       |                         |             |
|      |      |      |       |                         |             |
|      |      |      |       |                         |             |

**Note: State, local, and/or HOA ordinances may restrict your ability to park certain vehicles on the Property.****G. Animals:**

Will any animals (dogs, cats, birds, reptiles, fish, other types of animals) be kept on the Property?

☐ yes ☐ no

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

| Type & Breed | Name | Color | Weight | Age in Yrs. | Gender | Neutered?                                             | Bite History?                                         | Rabies Shots Current?                                 | Assistance Animal?                                    |
|--------------|------|-------|--------|-------------|--------|-------------------------------------------------------|-------------------------------------------------------|-------------------------------------------------------|-------------------------------------------------------|
|              |      |       |        |             |        | <input type="checkbox"/> Y <input type="checkbox"/> N | <input type="checkbox"/> Y <input type="checkbox"/> N | <input type="checkbox"/> Y <input type="checkbox"/> N | <input type="checkbox"/> Y <input type="checkbox"/> N |
|              |      |       |        |             |        | <input type="checkbox"/> Y <input type="checkbox"/> N | <input type="checkbox"/> Y <input type="checkbox"/> N | <input type="checkbox"/> Y <input type="checkbox"/> N | <input type="checkbox"/> Y <input type="checkbox"/> N |
|              |      |       |        |             |        | <input type="checkbox"/> Y <input type="checkbox"/> N | <input type="checkbox"/> Y <input type="checkbox"/> N | <input type="checkbox"/> Y <input type="checkbox"/> N | <input type="checkbox"/> Y <input type="checkbox"/> N |
|              |      |       |        |             |        | <input type="checkbox"/> Y <input type="checkbox"/> N | <input type="checkbox"/> Y <input type="checkbox"/> N | <input type="checkbox"/> Y <input type="checkbox"/> N | <input type="checkbox"/> Y <input type="checkbox"/> N |

**If any of the animals listed above are assistance animals, please provide appropriate documentation with a reasonable accommodation request for the assistance animal(s).****H. Additional Information:**Yes No

|                          |                          |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> |

Will any waterbeds or water-filled furniture be on the Property?

Does anyone who will occupy the Property smoke or vape?

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:

Yes No

|                          |                          |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> |

been evicted?

been asked to move out by a landlord?

breached a lease or rental agreement?

filed for bankruptcy?

lost property in a foreclosure?

been convicted of a crime? If yes, provide the location, year, and type of conviction below.

Is any occupant a registered sex offender? If yes, provide the location, year, and type of conviction below.

Has applicant had any credit problems, slow-pays or delinquencies? If yes, provide more information below.

Is there additional information Applicant wants considered?

Additional comments: \_\_\_\_\_

**I. Authorization:**

Applicant authorizes Landlord and Landlord's authorized 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 \$ \_\_\_\_\_ to \_\_\_\_\_  
(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.

**Notice: Pursuant to Texas Property Code Chapter 5, Subchapter H, certain buyers and renters may be prohibited from purchasing real property or entering into leases for one year or more. Buyers and renters who believe these restrictions may apply to them should consult an attorney before entering into the transaction.**

**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.
- (4) Applicant is responsible for any costs associated with obtaining information.

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

Date \_\_\_\_\_

*For Landlord's Use:*

On \_\_\_\_\_, \_\_\_\_\_ (name/initials) notified ☐ Applicant  
☐ \_\_\_\_\_ by ☐ phone ☐ mail ☐ e-mail ☐ in person that Applicant was ☐ approved  
☐ not approved. Reason for disapproval: \_\_\_\_\_



## AUTHORIZATION TO RELEASE INFORMATION RELATED TO A RESIDENTIAL LEASE APPLICANT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
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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)  
 \_\_\_\_\_ (address)  
 \_\_\_\_\_ (city, state, zip)  
 \_\_\_\_\_ (phone) \_\_\_\_\_ (fax)  
 \_\_\_\_\_ (e-mail)

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.*