

HERMAN BOSWELL PROPERTY MANAGEMENT RENTAL APPLICATION

Each co-applicant and each occupant over 18 must submit an application.
Please print and provide all requested information.

Property Address _____ Date _____

APPLICANT

CO-APPLICANT

Name _____
 Phone #(hm) _____ (wk) _____
 Social Security # _____ - _____ - _____ D/O/B _____
 Drivers License # _____ State _____

Name _____
 Phone #(hm) _____ (wk) _____
 Social Security # _____ - _____ - _____ D/O/B _____
 Drivers License # _____ State _____

List residences for the last 5 years. Start with current address.

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Address _____
 City/State/Zip _____
 Move-in Date _____ Move-out Date _____
 Landlord _____
 Phone # _____ Rent \$ _____
 Reason for moving _____

Address _____
 City/State/Zip _____
 Move-in Date _____ Move-out Date _____
 Landlord _____
 Phone # _____ Rent \$ _____
 Reason for moving _____

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 Move-in Date _____ Move-out Date _____
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 Move-in Date _____ Move-out Date _____
 Landlord _____
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 Reason for moving _____

Employment, list a minimum of 2 years

Current employer _____
Address _____
Supervisor _____
Phone # _____ Monthly income _____
Position _____
Employment Date _____
Previous Employer _____
Address _____
Supervisor _____
Phone # _____ Monthly income _____
Position _____
Employed From _____ To _____

Name of all persons not signing the lease who will occupy the dwelling.

Name _____
Relationship _____ Age _____

Name _____
Relationship _____ Age _____

Name _____
Relationship _____ Age _____

List all pets you will keep on property.

Type _____ Breed _____
Weight _____ Age _____ Gender _____

Type _____ Breed _____
Weight _____ Age _____ Gender _____

Other pets (fish, birds, reptiles, etc.). Explain how kept:

Additional Information

Will any occupant smoke in dwelling? Yes _____ No _____

Will any waterbeds be in the dwelling? Yes _____ No _____

Other income you want considered. Explain _____

Employment, list a minimum of 2 years.

Current Employer _____
Address _____
Supervisor _____
Phone # _____ Monthly Income _____
Position _____
Employment Date _____
Previous Employer _____
Address _____
Supervisor _____
Phone # _____ Monthly Income _____
Position _____
Employed From _____ To _____

List all vehicles to be parked on the property (cars, trucks, trailers, recreational vehicles, bikes, boats, etc.)

Type _____ Make _____ Year _____
Color _____ License # _____ State _____

Type _____ Make _____ Year _____
Color _____ License # _____ State _____

Type _____ Make _____ Year _____
Color _____ License # _____ State _____

Emergency contact person over 18 not living on property

Name _____
Address _____
City/State/Zip _____
Phone # (wk) _____ (hm) _____
Relationship _____

Rental/Criminal History.

Please answer Yes (Y) or No (N) to each question.

Has applicant, spouse, co-applicant, or any occupant listed on this application ever: been evicted or asked to move out? ____; broken a rental agreement? ____; filed bankruptcy? ____; been sued for rent? ____; been sued for property damage ____; Lost property due to foreclosure? ____; been arrested for a felony or sex-related crime that was resolved by conviction, probation, deferred adjudication, court-ordered community supervision, or pretrial diversion? ____; been arrested for a felony or sex-related crime that has not been resolved by any method? ____; If the answer to any of the preceding question is YES, explain: _____

APPLICATION AGREEMENT

I (we) certify that the foregoing information is true and accurate to the best of my (our) knowledge and hereby authorize verification of such information via credit reports, rental history verification, employment verification, and other means.

1. **APPLICATION FEE (NOT REFUNDABLE).** Applicant has delivered to owner's representative an "application fee" in the amount indicated below which partially defrays the cost of administrative paperwork. **IT IS NOT REFUNDABLE.**
2. **APPLICATION DEPOSIT (MAY OR MAY NOT BE REFUNDABLE).** In addition to the application fee, applicant has delivered, or will deliver upon acceptance, to owner's representative an "application deposit" in the amount indicated below. The application deposit is not a security deposit at this time. The application deposit will be either:
 - a) Credited to the required security deposit under paragraph 3 below.
 - b) Refunded under paragraph 4 below.
 - c) Retained by owner as liquidated damages under paragraph 5 below.
3. **APPROVAL.** Owner's representative will notify the applicant of such approval, sign the lease after applicant and all co-applicants have signed, and then credit the application deposit of all applicants toward the required security deposit.
4. **REFUND UPON NONAPPROVAL.** If applicant or any co-applicant is disapproved, the application deposit of all applicants will be promptly refunded.
5. **WITHDRAWAL BY APPLICANT.** Owner has agreed to take the dwelling unit off the market while the owner considers approval of the applicant and co-applicants. Owner agrees to approve or disapprove applicants within three (3) business days after all necessary information is provided by the applicants. Upon approval of the rental application, neither the application nor the application deposit may be withdrawn by the applicant or any co-applicant. If the applicant or an co-applicant withdraws an application or notifies owner's representative that you changed your mind about renting the dwelling, the application deposit will be retained by the owner as liquidated damages, and the parties will have no further obligation to each other.
6. **KEYS.** Keys and/or access devices will be furnished on the lease commencement date only (1) the lease and all other rental documents have been signed by the owner's representative, applicant and all co-applicants, and (2) all applicable rentals and security deposits have been paid in full.
7. **Your are hereby notified that HERMAN BOSWELL PROPERTY MANAGEMENT represents the owner in all rental transactions.**
8. **ALL MONIES FOR DEPOSITS AND FIRST MONTH'S RENT MUST BE PAID BY CASH, CASHIER CHECK OR MONEY ORDER PAYABLE TO HERMAN BOSWELL PROPERTY MANAGEMENT.**

APPLICANT'S RENTAL OFFER

Address of dwelling _____ Lease start date _____ Length of lease _____
Monthly rental amount \$ _____ Security deposit \$ _____ Pet deposit \$ _____
Other requirements _____

Required application fee (**NOT REFUNDABLE**) \$25.00 Application deposit \$ _____

PLEASE READ APPLICATION AGREEMENT BEFORE SIGNING

Applicant's Signature _____ Date _____

Co-Applicant's Signature _____ Date _____

Signature of Owner's Representative _____ Date _____

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

Before 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.

YOU ARE HEREBY NOTIFIED THAT HERMAN BOSWELL PROPERTY MANAGEMENT REPRESENTS THE OWNER IN ALL RENTAL TRANSACTIONS.

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 512-465-3980.

