

Application Checklist

Each person over the age of 19 needs to complete a separate application.

Please make sure you have completed all of the following:

- Entire application is completed and signed
- Copy of Driver's License (everyone over 18 yrs. old)
- Copy of Social Security Card (everyone over 18 yrs. old)
- Provided proof of income (i.e.: last 2-4 check stubs, award letters)
- If on housing, please provide voucher/tenancy of approval
- Make sure you have included a phone # you can be reached at
- Please write down the address of the property that you are interested in on page 1 in "I am applying for the apartment located at"
- Background fee is included:
 - o \$50 - for everyone over the age of 18*
 - o \$75 - for married couple with the same last name.

*Applications that don't have the application fee will be called and can be done with a credit card by phone.

Should you have any questions, please call 940-627-6362.

To fax application: 940-627-6368

Scan/email application to: leasing@klement-properties.com



Rental Application for Residents and Occupants

Each co-resident and each occupant over 18 must submit a separate Application.

ABOUT YOU

Full name (exactly as it appears on driver license or govt. ID card)

Former name (if applicable)

Gender Birthdate Social Security #

Driver license # State

Government ID # State (if applicable)

Home phone Cell phone

Work phone Email address

Marital status single married **U.S. citizen?** yes no **Do you or does any occupant smoke?** yes no

I am applying for the apartment located at

Is there another co-applicant? yes no

Co-applicant name Email

Co-applicant name Email

Co-applicant name Email

Co-applicant name Email

OTHER OCCUPANTS

Full name Relationship

Birthdate Social Security #

Driver license # State

Government ID # State (if applicable)

Full name Relationship

Birthdate Social Security #

Driver license # State

Government ID # State (if applicable)

Full name Relationship

Birthdate Social Security #

Driver license # State

Government ID # State (if applicable)

Full name Relationship

Birthdate Social Security #

Driver license # State

Government ID # State (if applicable)

WHERE YOU LIVE

Current Home Address (where you live now)

City State Zip

Do you rent or own? Beginning date of residency: Monthly payment \$

Apartment name

Name of owner or manager

Phone Reason for leaving

Previous home address (most recent)

City State Zip

Do you rent or own? Dates: From To Monthly payment \$

Apartment name

Name of owner or manager

Phone Reason for leaving

YOUR WORK

Current Employer

Address

City State Zip

Work Phone Beginning date of employment

Gross monthly income \$ Position

Supervisor Phone

Previous employer (most recent)

Address

City State Zip

Work phone Dates: From To

Gross monthly income \$ Position

Supervisor Phone

ADDITIONAL INCOME

(Income must be verified to be considered)

Type Source Gross monthly amount \$

Type Source Gross monthly amount \$

CREDIT HISTORY

If applicable, please explain any past credit problem

RENTAL AND CRIMINAL HISTORY*Check only if applicable.*

Have you or any occupant listed in this Application ever:

been evicted or asked to move out?

moved out of a dwelling before the end of the lease term without the owner's consent?

declared bankruptcy?

been sued for rent?

been sued for property damage?

been convicted or received probation (other than deferred adjudication) for a felony, sex crime, or any crime against persons or property?

Please indicate below the year, location, and type of each felony, sex crime, or any crime against persons or property for which you were convicted or received probation. We may need to discuss more facts before making a decision. You represent the answer is "no" to any item not checked above.

HOW DID YOU FIND US?

Online Search (website address)

Referral from a person or locator? Name

Social media (please be specific)

Other

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

Name

Relationship

Address

City

State

Zip

Home Phone

Cell Phone

Work Phone

Email Address

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

YOUR VEHICLES*(if applicable)**List all vehicles owned or operated by you or any occupants (including cars, trucks, motorcycles, trailers, etc.)*

Make

Model

Color

Year

License #

State

Make

Model

Color

Year

License #

State

Make

Model

Color

Year

License #

State

Make

Model

Color

Year

License #

State

YOUR ANIMALS*(if applicable)*

You may not have any animal in your unit without management's prior authorization in writing. If we allow your requested animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges.

| | | | |
|-------|----------------------|--------|----------------------|
| Kind | <input type="text"/> | Weight | <input type="text"/> |
| Breed | <input type="text"/> | Age | <input type="text"/> |
| Kind | <input type="text"/> | Weight | <input type="text"/> |
| Breed | <input type="text"/> | Age | <input type="text"/> |

Application Agreement

The following Application Agreement will be signed by you and all co-applicants prior to signing a Lease. While some of the information below may not yet apply to your situation, there are some provisions that may become applicable prior to signing a Lease. In order to continue with this Application, you'll need to review the Application Agreement carefully and acknowledge that you accept the terms.

1. **Apartment Lease information.** The Lease contemplated by the parties will be the current TA A Lease. Special information and conditions must be explicitly noted on the Lease.
2. **Approval when Lease is signed in advance.** If you and all co-applicants have already signed the Lease when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of our approval, sign the Lease, and then credit the application deposit of all applicants toward the required security deposit.
3. **Approval when Lease isn't yet signed.** If you and all co-applicants have not signed the Lease when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of the approval, sign the Lease when you and all co-applicants have signed, and then credit the application deposit of all applicants toward the required security deposit.
4. **If you fail to sign Lease after approval.** Unless we authorize otherwise in writing, you and all co-applicants must sign the Lease within 3 days after we give you our approval in person or by telephone or within 5 days after we mail you our approval if you or any co-applicant fails to sign as required your Application will be deemed withdrawn, and we may keep the application deposit as liquidated damages, and terminate all further obligations under this Agreement.
5. **If you withdraw before approval.** If you or any co-applicant withdraws an Application or notifies us that you've changed your mind about renting the dwelling unit, we'll be entitled to retain all application deposits as liquidated damages, and the parties will then have no further obligation to each other.
6. **Approval/non-approval.** If we do not approve your Application within 7 days after the date we received a completed Application, your Application will be considered "disapproved." Notification may be in person or by mail or telephone unless you have requested that notification be by mail. You must not assume approval until you receive actual notice of approval. The 7-day time period may be changed only by separate written agreement.
7. **Refund after non-approval.** If you or any co-applicant is disapproved or deemed disapproved under Paragraph 6, we'll refund all application deposits within 30 days of such disapproval. Refund checks may be made payable to all co-applicants and mailed to one applicant.
8. **Extension of deadlines.** If the deadline for approving or refunding under paragraphs 6 or 7 falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next business day.
9. **Keys or access devices.** We'll furnish keys and/or access devices only after: (1) all parties have signed the Lease and other rental documents referred to in the Lease; and (2) all applicable rents and security deposits have been paid in full.
10. **Application submission.** Submission of an Application does not guarantee approval or acceptance. It does not bind us to accept the applicant or to sign a Lease. Images on our website may represent a sample of a unit and may not reflect specific details of any unit. For information not found on our website regarding unit availability, unit characteristics, pricing or other questions, please call or visit our office.
11. **Notice to or from co-applicants.** Any notice we give you or your co-applicant is considered notice to all co-applicants; and any notice from you or your co-applicants is considered notice from all co-applicants.

Disclosures

1. **Application fee (non-refundable).** You agree to pay to our representative the non-refundable application fee in the amount indicated in paragraph 3. Payment of the application fee does not guarantee that your Application will be accepted. The application fee offsets the cost of screening an applicant for acceptance.
2. **Application deposit (may or may not be refundable).** In addition to any application fees, you agree to pay to our representative an application deposit in the amount indicated in paragraph 3. The application deposit is not a security deposit. The application deposit will be credited toward the required security deposit when the Lease has been signed by all parties; OR, it will be refunded under paragraph 7 if the applicant is not approved; OR it will be retained by us as liquidated damages if you fail to sign or withdraw under paragraphs 4 and 5 of the Application Agreement.
3. **Fees due.** Your Application will not be processed until we receive your completed Application (and the completed Application of all co-applicants, if applicable) and the following fees:
 - A. Application fee (non-refundable): \$50 per individual / \$75 per married couple w/same last name
 - B. Application deposit (may or may not be refundable) \$
4. **Completed Application.** Your Application will not be considered "complete" and will not be processed until we receive the following documentation and fees:
 - A. Your completed Application;
 - B. Completed Applications for each co-applicant (if applicable);
 - C. Application fees for all applicants;
 - D. Application deposit

Authorization and Acknowledgment

I authorize **Karl Klement Properties, Inc.** (name of owner/agent) to obtain reports from any consumer or criminal record reporting agencies before, during, and after residency on matters relating to a lease by the above owner to me and to verify, by all available means, the information in this Application, including criminal background information, income history and other information reported by employer(s) to any state employment security agency. Work history information may be used only for this Application. Authority to obtain work history information expires 365 days from the date of this Application. You agree the information provided may be used for business purposes.

Payment Authorization

I authorize **Karl Klement Properties, Inc.** (name of owner/agent) to collect payment of the application fee and application deposit in the amounts specified under paragraph 3 of the Disclosures.

Non-sufficient funds and dishonored payments. If a check from an applicant is returned to us by a bank or other entity for any reason, if any credit card or debit card payment from applicant to us is rejected, or if we are unable, through no fault of our own or our bank, to successfully process any ACH debit, credit card, or debit card transaction, then:

1. Applicant shall pay a charge of \$30 for each returned payment; and
2. We reserve the right to refer the matter for criminal prosecution.

Acknowledgment

You declare that all your statements in this Application are true and complete. **Applicant's submission of this Application, including payment of any fees and deposits, is being done only after applicant has fully investigated, to its satisfaction, those facts which applicant deems material and necessary to the decision to apply for a rental unit.** You authorize us to verify your information through any means, including consumer-reporting agencies and other rental-housing owners. **You acknowledge that you had an opportunity to review our rental-selection criteria, which include reasons your Application may be denied, such as criminal history, credit history, current income and rental history. You understand that if you do not meet our rental-selection criteria or if you fail to answer any question or give false information, we may reject the Application, retain all application fees as liquidated damages for our time and expense, and terminate your right of occupancy.** Giving false information is a serious criminal offense. In lawsuits relating to the Application or Lease, the prevailing party may recover from the non-prevailing party all attorney's fees and litigation costs. We may at any time furnish information to consumer-reporting agencies and other rental-housing owners regarding your performance of your legal obligations, including both favorable and unfavorable information about your compliance with the Lease, the rules, and financial obligations. Fax or electronic signatures are legally binding. You acknowledge that our privacy policy is available to you.

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

Images on our website may represent a sample of a unit and may not reflect specific details of any unit. For information not found on our website regarding availability, unit characteristics or other questions, please call or visit our office.

This Application and the Lease are binding documents when signed. Before submitting an Application or signing a Lease, you may take a copy of these documents to review and/or consult an attorney. Additional provisions or changes may be made in the Lease if agreed to in writing by all parties.

Applicant's Signature

Date

FOR OFFICE USE ONLY

1. Apt. name or dwelling address (*street, city*): Unit # or type:

2. Person accepting application: Phone:

3. Person processing application: Phone:

4. Date that the applicant or co-applicant was notified by Telephone, by letter, by email, or in person of acceptance or nonacceptance:

(Deadline for applicant and all co-applicants to sign lease is three days after notification of acceptance in person or by telephone, five days if by mail)

5. Name of person or persons notified (if there are more than one applicant, at least one of them must be notified):

6. Name of owner's representative who notified the applicant:

Additional Comments:

KARL KLEMENT PROPERTIES, INC.

FAIR HOUSING POLICIES

Fair Housing Policy

We are absolutely committed to compliance with fair housing laws. Please understand that 'fair housing' laws do not require equal treatment of all persons, instead they require that persons may not be discriminated against because of race, color, religion, sex, national origin, handicap or familial status.

- Under federal fair housing laws, rental housing owners may treat people differently for reasons other than those listed above - such as rental history, credit record, criminal history, income, current drug use, etc.
- Texas fair housing statutes and regulations are identical to federal laws.
- Local city ordinances may add other protected classes such as age, student status, vocation, sexual preference, etc., which are not protected classes under federal and state law.

Definition of Family

Federal status and regulations define a "family" as follows: A family consists of one or two adult persons or custodians PLUS a child who must be: **(1)** their natural or adopted child; **(2)** a child who they have legal custody of or are applying for legal custody of (e.g., guardian/ward or foster parent/child); **(3)** a child who is living with the adult(s) by written permission of the child's parent or custodian. A pregnant woman also is considered a family under the federal fair housing statute. (A married couple without children living with them does not constitute a family.)

Occupancy Standards

The maximum of two people are allowed per bedroom (e.g., one bedroom-maximum of two people, two bedroom-maximum of four people and three bedroom-maximum of six people). A child under six months of age at the time of move-in or lease renewal will not be counted in determining the number of persons living in a bedroom.

Applications

Each roommate, parent and adult living in a unit must submit a separate rental application. In renting to roommates, all roommates must be 18 years of age or older.

Rental History

Applications owing another apartment community will not be approved for residency. Previous address must match up to the information provided on the application and all rental/housing history will be verified.

Income Requirements

The gross monthly income must equal or exceed the rental amount by three times the market rent. All income MUST be verified by third party; pay stubs, tax returns, social security benefit letter, bank statements, interest/dividend income, pension, retirement funds, etc.

Credit/Criminal Background Check

Credit history will be checked on all applications. Bankruptcies MUST be discharged and proof of discharge documents must be provided to management.

- Criminal records showing any of the following felonies are automatic rejection: murders, rapes, molestations, kidnapping, burglaries, felony theft, robberies, arson, terrorism, selling drugs, manufacturing drugs and parole violations.
- Criminal records showing any of the following are discretionary rejection: DWI, bad checks, misdemeanor drug use, possession of a prohibited weapon, petty theft and all other non-violent crimes.

Title VIII of the Civil Rights Act of 1968 as amended in 1988, is recognized as the "Federal Fair Housing Act" which prohibits discrimination in all types of housing transactions such as in the sale, rental, and financing of dwellings based on race, color, religion, national origin, disability or familial status.

Acknowledge By:

Signature _____ Date _____

Signature _____ Date _____

RESIDENT QUALIFYING CRITERIA

Dear Applicant(s):

We are delighted that you are interested in leasing with our company. In order to help you in making your decision, we have listed below the criteria for qualifying as a resident with us.

- 1) A separate rental application must be fully completed, dated and signed by each applicant and all co-applicants.
- 2) The rental application will be reviewed when submitted to ensure we have all information needed to determine your eligibility.
- 3) Each applicant must provide a government photo identification (i.e. Drivers License) and social security card and allow them to be photocopied.
- 4) Applicant(s) must have at least two (2) years of rental or mortgage history.
- 5) Applicant (s) who are first time renters or who do not have sufficient income may qualify by having the lease guaranteed by a guarantor. The guarantor must complete and sign an Application, as well as meet our criteria as stated herein. Guarantors may be held responsible for the entire rent and all other costs, such as damages, as long as you live at this property, even if you have roommates.
- 6) If applicant's family will be occupying the dwelling, the family size must be appropriate for the available property (i.e. no more than two adults per bedroom, in most circumstances.) Attached is a copy of our Fair Housing Policy.
- 7) Applicant must have at least six months of employment history. Employment and monthly income must be verified. Total monthly income of all applicants must be three (3) times the monthly rent. Otherwise, guarantor is necessary. Due to current economic times, consideration may be given if all other criteria are met.
- 8) Applicant must have reasonably good credit.
- 9) Applicant(s) may be denied occupancy for the following reasons:
 - o Falsification of application by any applicant;
 - o Incomplete application by any applicant;
 - o Insufficient income (total of all applicants);
 - o Criminal conviction history of violent or sexual crime committed by an applicant or by occupants, including minors, who plan to live on the property;
 - o Poor credit history of any applicant;
 - o Poor rental profile of any applicant:
 - Non-Payment or frequent late payment of rent;
 - Eviction;
 - Drug use;
 - Poor housekeeping;
 - Unruly or destructive behavior by applicant, applicant's children or applicant's guest.

Karl Klement Properties, Inc. or any of its entities does not discriminate on the basis of race, color, creed, religion, sex, national origin, disability of family status.

I acknowledge that I have had the opportunity to review the property's rental selection criteria, which includes reasons why my application may be denied. I understand that if I do not meet the property rental selection criteria or if I fail to answer any question or give false information, the property may reject the application, retain all application fees, administration fees, and deposits as liquidated damages for its time and expense, and terminate my right of occupancy.

Applicant Signature _____ Date _____

Applicant Signature _____ Date _____