

Contemplated Lease Contract Information

To be filled in only if the Lease Contract is not signed by resident(s) at time of application for rental.

The TAA Lease Contract to be used must be the latest version of (check one): the Apartment Lease, the Residential Lease, or the Condominium/Townhome Lease, unless an earlier version is initialed by resident(s) and attached to this Application. The blanks in the contract will contain the following information:

- Names of all residents who will sign Lease Contract _____
- Name of Owner/Lessor _____
- Property name and type of dwelling (bedrooms and baths) _____
- Complete street address _____
City/State/Zip _____
- Names of all other occupants not signing Lease Contract (persons under age 18, relatives, friends, etc.) _____
- Total number of residents and occupants _____
- Our consent necessary for guests staying longer than 5 days;
- Beginning date and ending date of Lease Contract _____
- Number of days notice for termination 30 ;
- Total security deposit \$ _____ ; Animal deposit \$ _____
- # of keys/access devices for 2 unit, 0 mailbox, 0 other N/A ;
- Total monthly rent for dwelling unit \$ _____
- Rent to be paid at (check one) on-site manager's office or at PO BOX 305, Round Rock, TX 78680-0305 ;
- Prorated rent for: first month or second month \$ _____ ;
- Monthly rental due date _____ ;
- Late charges due if rent is not paid on or before the: 1st ;
- Initial late charge \$ 25.00 ; Daily late charge \$ 10.00 ;
- Returned-check charge \$ 50.00 ;
- Animal violation charges: Initial \$ 100.00 ; Daily \$ 10.00 ;
- Check if the dwelling is to be furnished;
- Utilities paid by owner (check all that apply): electricity, gas, water, wastewater, trash, cable TV, master antenna;
- You will (check one): not buy insurance or buy insurance;
- Agreed reletting charge \$ _____ ;
- Your move-out notice will terminate Lease Contract on (check one): last day of month, or exact day designated in move-out notice;
- If dwelling unit is house or duplex, owner will be responsible under paragraph 26 of the Lease Contract for lawn/plant maintenance, lawn/plant watering, picking up trash from grounds, lawn/plant fertilization, trash receptacles. If not checked, applicant will be responsible. The applicant will be responsible for the first \$ 50.00 of each repair.
- Special provisions regarding parking, storage, etc. (see attached page, if necessary): _____

Application Agreement

1. **Lease Contract Information.** The Lease Contract contemplated by the parties is attached--or, if no Lease Contract is attached, the Lease Contract will be the current TAA Lease Contract noted above. Special information and conditions must be explicitly noted on an attached Lease Contract or in the Contemplated Lease Information above.
2. **Application Fee (nonrefundable).** You have delivered to our representative a nonrefundable application fee in the amount indicated in paragraph 14 below, and this payment partially defrays the cost of administrative paperwork.
3. **Application Deposit (may or may not be refundable).** In addition to any application fee, you have delivered to our representative an application deposit in the amount indicated in paragraph 14. *The application deposit is not a security deposit.* However, it will be credited toward the required security deposit when the Lease Contract has been signed by all parties; OR it will be refunded under paragraph 10 if you are not approved; OR it will be retained by us as liquidated damages if you fail to sign or attempt to withdraw under paragraph 6 or 7.
4. **Approval When Lease Contract Is Signed in Advance.** If you and all co-applicants have already signed the Lease Contract 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 Contract, and then credit the application deposit of all applicants toward the required security deposit.
5. **Approval When Lease Contract Isn't Yet Signed.** If you and all co-applicants have not signed the Lease Contract 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 Contract when you and all co-applicants have signed, and then credit the application deposit of all applicants toward the required security deposit.
6. **If You Fail to Sign Lease After Approval.** Unless we authorize otherwise in writing, you and all co-applicants must sign the Lease Contract 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, we may keep the application deposit as liquidated damages, and terminate all further obligations under this Agreement.*
7. **If You Withdraw Before Approval.** You and any co-applicants may not withdraw your Application or the application deposit. *If, before signing the Lease Contract, 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.*
8. **Completed Application.** An Application will not be considered "completed" and will not be processed until all of the following have been provided to us (unless checked): a separate Application has been fully filled out and signed by you and each co-applicant; an application fee has been paid to us; an application deposit has been paid to us. *If no item is checked, all are necessary for the Application to be considered completed.*
9. **Nonapproval in Seven Days.** We will notify you whether you've been approved within seven days after the date we receive a completed Application. Your Application will be considered "disapproved" if we fail to notify you of your approval within seven days after we have received a completed Application. 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.
10. **Refund after Nonapproval.** If you or any co-applicant is disapproved or deemed disapproved under paragraph 9, we'll refund all application deposits within 30 days (not to exceed 30 days; 30 days if left blank) of such disapproval. Refund checks may be made payable to all co-applicants and mailed to one applicant.
11. **Extension of Deadlines.** If the deadline for signing, approving, or refunding under paragraphs 6, 9, or 10 falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next day.
12. **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-applicant is considered notice from all co-applicants.
13. **Keys or Access Devices.** We'll furnish keys and/or access devices only after: (1) all parties have signed the contemplated Lease Contract and other rental documents; and (2) all applicable rents and security deposits have been paid in full.
14. **Receipt.** Application fee (nonrefundable): \$ _____
Application deposit (may or may not be refundable): \$ _____
Administrative fee (refundable only if not approved): \$ _____
Total of above fees and application deposit: \$ _____
Total amount of money we've received to this date: \$ _____
15. **Signature.** *Our representative's signature is consent only to the above application agreement. It does not bind us to accept applicant or to sign the proposed Lease Contract.*

If you are seriously ill or injured, what doctor may we notify? (We are not responsible for providing medical information to doctors or emergency personnel.)

Name: _____ Phone: (____) _____

Important medical information in emergency: _____

Acknowledgment. You declare that all your statements on the first page of this Application are true and complete. You authorize us to verify same through any means, including consumer reporting agencies and other rental housing owners. If you fail to answer any question or give false information, we may reject the application, retain all application fees and deposits 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 Contract, the prevailing party may recover all attorney's fees and litigation costs from the losing party. 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 Contract, the rules, and financial obligations. Fax signatures are legally binding.

Right to Review the Lease. Before you submit an application or pay any application fee or security deposit, you have the right to review the Rental Application and Lease Contract, 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 Contract if agreed to in writing by all parties. You are entitled to an original of the Lease Contract after it is fully signed.

Applicant's Signature: _____ **Date:** _____
Signature of Spouse: _____ **Date:** _____
Signature of Owner's Representative: _____ **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 applicant or co-applicant was notified by telephone, letter, 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(s) who were notified (at least one applicant must be notified if multiple applicants): _____
6. Name of owner's representative who notified above person(s): _____