



TEXAS ASSOCIATION OF REALTORS® RESIDENTIAL LEASE APPLICATION

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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)

Property Condition: **Applicant is strongly encouraged to view the Property 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: _____

Applicant was referred to Landlord by:

☐ Real estate agent _____ (name) _____ (phone) _____ (e-mail)
☐ Newspaper ☐ Sign ☐ Internet ☐ Other _____

Applicant's name (first, middle, last) _____

Is there a co-applicant? ☐ yes ☐ no **If yes, co-applicant must submit a separate application.**

Applicant's former last name (maiden or married) _____

E-mail _____ Home Phone _____
Work Phone _____ Mobile/Pager _____
Soc. Sec. No. _____ Driver License No. _____ in _____ (state)
Date of Birth _____ Height _____ Weight _____ Eye Color _____
Hair Color _____ Marital Status _____ Citizenship _____ (country)

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

Name: _____
Address: _____
Phone: _____ E-mail: _____

Name all other persons who will occupy the Property:

Name: _____	Relationship: _____	Age: _____
Name: _____	Relationship: _____	Age: _____
Name: _____	Relationship: _____	Age: _____
Name: _____	Relationship: _____	Age: _____

Applicant's Current Address: _____ Apt. No. _____
(city, state, zip)

Landlord or Property Manager's Name: _____ Email: _____
Phone: Day: _____ Nt: _____ Mb: _____ Fax: _____
Date Moved-In: _____ Move-Out Date: _____ Rent \$: _____
Reason for move: _____

Applicant's Previous Address: _____ Apt. No. _____
(city, state, zip)

Landlord or Property Manager's Name: _____ Email: _____
Phone: Day: _____ Nt: _____ Mb: _____ Fax: _____

Date Moved-In _____ Move-Out Date _____ Rent \$ _____
 Reason for move: _____

Applicant's Current Employer: _____
 Address: _____ (street, city, state, zip)
 Supervisor's Name: _____ 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)
 Supervisor's Name: _____ Phone: _____ Fax _____
 E-mail: _____
 Employed from _____ to _____ Gross Monthly Income: \$ _____ Position: _____

Describe other income Applicant wants considered: _____

List all vehicles to be parked on the Property:

Type	Year	Make	Model	License Plate No./State	Mo. Pymnt.

Will any pets (dogs, cats, birds, reptiles, fish, and other pets) be kept on the Property? ☐ yes ☐ no

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

Type & Breed	Name	Color	Weight	Age in Yrs.	Gender	Neutered?	Declawed?	Rabies Shots Current?	Bite History?
						<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

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"/>

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

Does anyone who will occupy the Property smoke?

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:

been evicted?

been asked to move out by a landlord?

breached a lease or rental agreement?

filed for bankruptcy?

lost property in a foreclosure?

had any credit problems, including any outstanding debt (e.g., student loans or medical bills), slow-pays or delinquencies?

been convicted of a crime?

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

Is there additional information Applicant wants considered?

Additional comments: _____

Authorization: Applicant authorizes Landlord and Landlord's 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.

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.

Applicant's Signature _____

Date _____

For Landlord's Use:

On _____ (name/initials) notified

☐ Applicant ☐ _____ by ☐ phone ☐ mail ☐ e-mail ☐ fax ☐ in person that Applicant was

☐ approved ☐ not approved. Reason for disapproval: _____



TEXAS ASSOCIATION OF REALTORS®
**AUTHORIZATION TO RELEASE INFORMATION
RELATED TO A RESIDENTIAL LEASE APPLICANT**

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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.



Security Deposit Agreement Statement

By submitting the **Security Deposit** for the Rental Property known as;

_____ in the amount of \$ _____,

the undersigned agree that if for any reason they (the undersigned) decide not to sign a Lease,
move in and occupy the Property, the Security Deposit becomes non-refundable and is retained
by Cooksey & Company, REALTORS, LLC. When the **Security Deposit** is receipted by
Cooksey & Company, REALTORS, LLC, the above property is placed on hold for the
prospective Tenant(s) until the projected move-in date and is no longer advertised or shown to
prospective Tenants.

Date: _____

4425 S. Third Street
Abilene, Texas 79605
325/698-3820
325/669-7667 Cell
325/698-8038 FAX
cooksey@camalott.com Email
www.cookseyandcompany.com Web



Cooksey & Company, REALTORS®, LLC Rental Selection Criteria

Cooksey & Company, Realtors®, LLC observes the Fair Housing Act. The Fair Housing Act makes it illegal to deny housing based on familial status, race, color, national origin, religion, disability, or sex.

We utilized the Tenant Tracker system to verify credit, criminal and rental history. Tenant selection is based in part upon the following criteria.

1. **Credit Worthiness** - We do not base decisions on credit scores; however, generally 2 years of good credit history is required. No bankruptcies within the past 2 years. No recent collections or charge-offs especially for utility providers. We generally do not count medical or student loan debt against you. Upon signing a Lease, the Tenant is promising to pay the monthly rent on time for the period of the Lease.
2. **Employment** - Normally a 3 month employment history is required. If your employer usually does not release wage information, the submission of your last two pay check stubs is required. If you are an independent contractor, we will need to see the most recent tax return.
3. **Current Income** - Generally, three times the rent in gross income is required (before taxes are removed.) This is to ensure the tenant has adequate resources to pay the monthly rent. We combine income if applicants are married; otherwise, you generally must qualify individually. Those full time students applying with no verifiable income will be required to have their guarantor complete a Lease Guaranty.
4. **Rental History** - Generally, a satisfactory rent history is required. This includes a timely payment history, no recurring problems with the former Property Management, no eviction proceedings filed, proper termination notice given and no charges for past due rent or property damages on file. No broken lease agreements.
5. **Criminal History** - Although each case is considered individually, recent felonies, violent crimes, drug charges and crimes of a sexual nature will normally produce overall negative results.
6. **HUD / Section 8 / Housing Voucher** - Not all properties qualify for Section 8 housing allowance. Please verify that the property qualifies before submitting an application and fee. If property does not qualify for the program, then we cannot accept a voucher.

Each prospective tenant 18 years or older must complete an application. Application fee for married spouses (with the same last name) is \$40. For all other applicants there is an individual fee of \$40. We ONLY accept Money Orders in mail-drop or exact Cash during normal business hours. We will not run your application until we have received application fee(s). Incomplete applications are subject to denial.

Once notified your application is accepted, you have 3 business days to pay the Security Deposit. If you fail to pay the deposit in time, property can be rented to another applicant.

All application fees are NON-REFUNDABLE, so discuss any qualification issues and ensure you have Security Deposit funds prior to submitting application



Information About Brokerage Services

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

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.

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 or subagent by the buyer or buyer's agent.

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.

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.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

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.

Cooksey & Company, REALTORS®, LLC	0587685	cookseyandcompanyrealtors@gmail.com	(325)698-3820
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Vance Cooksey	0372063	cookseyandcompany@gmail.com	(325)669-7667
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Celia Gesting	0681315	ccrun325@gmail.com	(325)668-8537
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

Cooksey & Company, 4425 S 3rd St. Abilene, TX 79605

Celia Gesting

Phone: (325)668-8537

Fax:

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IABS 1-0 Date

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