

Requirements, Rules & Procedures
All Forms must be signed and brought in with Application

General Requirements...

1. **Complete Application:** ANYONE over 18 years of age is to fill out an application. No Exceptions. Incomplete applications will NOT be processed. Home will stay on the market until a lease is actually signed.
2. **Copy of Photo ID:** Provide Positive picture ID as required by the Federal Trade Commission (FTC). Photo of any animals.
3. **Monies:** \$75 Non Refundable App for Each Adult and ½ Security Deposit. Two Separate Money Orders. DO NOT COMBINE THESE FEES. You may also pay the application by credit card however there is a 4% charge.
4. **Employment:** Last two months pay check stubs. Must prove YTD totals.
5. **Delivery:** You can email your application to info@austinchoicetohomes.com or may drop off your application to our office located at **9925 Circle Drive, Austin TX, 78736**
We also have a drop slot located at the front door, if you come after business hours or during our lunch break.

Rental Qualifiers...

(If any one of the below listed are not met to our standards your application will be denied. Please read carefully)

Income:

- Must make 3 times Monthly rent. If guarantor is needed they must make 6 times the monthly rent - no exceptions.
- Must have verifiable Income.
- Self Employed Persons must provide last 6 months of Deposits to Bank Account or provide last year's Tax Return. Please turn in with application if this applies to you.
- If you are unemployed and cannot prove or simply cannot prove your income you will be denied.

Rental:

- Preferred 2-year positive rental History - no Evictions or judgments in last 5 years.
- If you are a homeowner, we will verify ownership and payment history through your credit report and/or tax appraiser. If any history comes back in a negative way we may have you pay last month's rent, or you can be declined.

Background:

- Criminal Background cannot have any violent history of any kind nor any felonies. **NO FELONIES ALLOWED**- FEW Exceptions, at manager's discretion.
- You cannot have any arrests in the last 6 months. If you have excessive misdemeanors within the last 5 years you could be declined.

Credit:

- If your debt to income ratio is too high you may be declined or asked to pay a higher deposit, etc.
- If you do not have any credit history, we may ask you to have a guarantor or pay more monies
- Any Judgments or outstanding uncollected debts to a property manager or prior landlord can result in automatic denial. If you have a bankruptcy or a foreclosure in the last 2 years we may ask that you pay last month's rent or a higher security deposit.

Initial: _____ **Date:** _____

Initial: _____ **Date:** _____

All persons will be treated fairly and equally without any regards to race, religion, color, sex, familial status, disability, national origin. Requirements, Rules & Procedures PROPERTY OF Capital Choice Properties, Inc. AUSTIN TEXAS

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Rules & Polices

(This will be considered an addendum to your actual lease if you decide to sign our lease agreement.)

Rental Payments

- Your rent is due on the 1st of each month
- We allow a grace period for payment until the **3rd day of the month at 5:00pm.**
- Regardless of whether the 3rd falls on a weekend or holiday, rent is considered late after 5:00pm on the 3rd day of the month. All rent received after 5:00pm on the 3rd will be charged a **\$50.00** late fee plus **\$10.00** per day until rent is paid in full.
- Rental payments may be made after business hours by using the drop box located on the front door of the office.
- If you choose to mail your payment it must be received before the 3rd of the month. **The post-mark date will not be considered.**
- Households with multiple residents please only submit one check for payment.
- **You may pay online through your online portal at any time before rent is due.**

Trip Fees

During anytime our vendors, employees, or the owner schedules an appointment and you either miss that appointment, lock us/them out, you will be charged a **\$50** trip fee for each occurrence. 24-hour notice must be given to change any appointment.

Damages

During your lease, if you or your guests cause damages and you ask/ or we fix those damages with a third party vendor (not in house maintenance tech) we will surcharge you 30% for our time and efforts.

Mailbox Keys

You will need to take a copy of your lease to your **local post office** to get your mail box key. To find your nearest post office go to www.usps.com.

HOA

Below is a list of the most common violations and complaints from the Home Owners Associations.

- No dwelling may be used for business activities.
- No boats, campers, trailers or recreational vehicles may be kept at any unit unless they are fully enclosed within a garage. No commercial

vehicles may be parked in any street except with an enclosed structure. No inoperable vehicles may be stored at any unit.

- No permanent parking on any street.
- Animals must be tagged and on a leash at all times. No livestock permitted, no breeding and no more than 3 animals at a unit. Enclosed areas for pets must be approved by the HOA.
- Trashcan must be stored out of view except on garbage day. (in garage or behind a fence)
- Outbuildings are to be approved prior to installation; the structure must be compatible with the dwelling.
- All landscaping and lawns should be properly maintained at all times. (mowed, edged and weeded)
- I understand that if my property is located in an HOA and I am fined for a violation, I may not hold C Choice accountable under my negligence and I understand I must pay my fine to be in accordance of my lease.

Utility Information:

- **I/we agree that we will have ALL utilities transferred in our name before we pick up keys and agree to provide proof on day of move in.**
- **We understand we may not pick up our keys until we provide all account numbers to a Capital Choice representative.**

Lease Signing:

- I Understand I/we will lose any monies out of the deposit immediately after you have been notified of approval and acceptance to move into the dwelling.
- Once I have e-signed my lease I understand I am under a state issued contract that **is legal and binding.**
- I understand that if I have any questions in regards to my rights I need to contact an attorney

Move Out Instructions

Once we have received your written **30-day notice**. As per your TAR lease contract paragraph 4 "When we may enter", we will place a **lock box and sign on the property** in order to show the property to prospective residents. You are required to cooperate in the showing of the property. **Failure to do so is considered a violation of the lease and you can be billed. If we have to do any repairs for damages caused by you upon move out we will add a 30% surcharge to your bills for any outside**

Initial: _____ Date: _____
Initial: _____ Date: _____

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vendor used. We will not upcharge if we use our in house Maintenance staff.

1. Carpet Cleaning, Pest Control and House

Cleaning: Carpets will be professionally cleaned at the Tenants expense upon move out. It is also recommended to have the home professionally cleaned to avoid further cleaning charges against your deposit.

2. Lawn: The front and back yard should be mowed, edged and weeded. Flower beds should be free of weeds and the bushes should be trimmed and not over grown.

3. Painting: We highly recommend that you do **NOT** do any touch up painting. Using the wrong paint will cause additional work and charges. You can purchase Magic Erasers by Mr. Clean and try to remove marks with those.

4. Turn in Keys: You must turn in your keys. Please label them or put them in an envelope with the property address. Failure to turn in keys may result in rent being charged. Remember there is a drop box on the office front door.

5. Forwarding address and contact numbers: Please supply us with your forwarding address and any phone numbers where we can reach you.

Appliance Addendum

Please remember we are not responsible for the installation or maintenance for any appliances (washer/dryer or refrigerator) in the home. It is the Property Owners Discretion to fix appliances.

1. Permission. You (as residents) have permission from us to install and or use the appliances (washer/dryer and refrigerator) in the home at the above listed property, subject to the conditions in this addendum if applicable.

2. Conditions. If you're washing machine leaks or floods, it can cause a lot of problems and a lot of damage to your house. For these reasons, your right to install and or use a washing machine provided in your house is subject to the following conditions. You automatically agree to those conditions when connecting or using a washing machine in your house.

3. Installation. You should be especially careful in your choice of appliances and in its installation, maintenance and use-just as if it were in your own home. You and all other residents, occupants and guests in your house must follow manufacturer's instructions for the installation, maintenance and use. We recommend that you have it professionally installed.

4. Responsibility for damage. You agree to assume strict liability for all damage to your unit and to other units and to personal property in your unit and others units if the washing machine leaks or floods. That means you will be responsible for cost of removing water from carpets, replacing permanently damaged carpets, repainting and any other repairs or unit damage, as well as damage to personal property in your unit and other units if:
The water hose break or leak; or
The water hoses were incorrectly connected or did not have protective washers or
The washing machine was overloaded, causing it to malfunction, or
The washing machine leaks or malfunctions for any other reason.

Insurance

At **all times** you agree to a "Texas Renters Policy" that provides insurance coverage for damage to your personal belongings and liability coverage. In _____-In _____

By signing below I agree and understand the policies and rules of Capital Choice Properties, Inc and the homeowner expect of me while I/we lease the home.

Signature of Applicant: _____

Date: _____

Signature of Applicant: _____

Date: _____



TEXAS ASSOCIATION OF REALTORS®
RESIDENTIAL LEASE APPLICATION

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® 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)

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: _____

Residential Lease Application concerning _____

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?	
						Y	N	Y	N	Y	N	Y	N
						<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"/>	<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"/>
						<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?
<input type="checkbox"/>	<input type="checkbox"/>	Does anyone who will occupy the Property smoke?
<input type="checkbox"/>	<input type="checkbox"/>	Will Applicant maintain renter's insurance?
<input type="checkbox"/>	<input type="checkbox"/>	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?
<input type="checkbox"/>	<input type="checkbox"/>	Has Applicant ever:
<input type="checkbox"/>	<input type="checkbox"/>	been evicted?
<input type="checkbox"/>	<input type="checkbox"/>	been asked to move out by a landlord?
<input type="checkbox"/>	<input type="checkbox"/>	breached a lease or rental agreement?
<input type="checkbox"/>	<input type="checkbox"/>	filed for bankruptcy?
<input type="checkbox"/>	<input type="checkbox"/>	lost property in a foreclosure?
<input type="checkbox"/>	<input type="checkbox"/>	had <u>any</u> credit problems, including any outstanding debt (e.g., student loans or medical bills), slow-pays or delinquencies?
<input type="checkbox"/>	<input type="checkbox"/>	been convicted of a crime?
<input type="checkbox"/>	<input type="checkbox"/>	Is any occupant a registered sex offender? If yes, provide the location, year, and type of conviction below.
<input type="checkbox"/>	<input type="checkbox"/>	Is there additional information Applicant wants considered?

Residential Lease Application concerning _____

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 \$ **75.00** to **Capital Choice Properties** (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**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® 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:

_____ **Capital Choice Properties** _____ (name)
_____ **9925 Circle Drive Suite 101** _____ (address)
_____ **Austin, TX 78736** _____ (city, state, zip)
_____ **(512)627-3900** _____ (phone) _____ (fax)
_____ **info@austinchoiceproperties.com** _____ (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.