

# RESIDENTIAL LEASE APPLICATION

For Property located at: \_\_\_\_\_

Please: 1) Fill out the application and 2) Submit the application fee (\$\_\_\_\_\_); *please review the APPLICATION DEPOSIT OPTION if you want the property reserved in your name during the review process.*

1. By sending this application filled out and signed, you grant us the right to start a background review.
2. Each occupant and co-applicant 18 years or older must submit a separate application.
3. Privacy: Landlord respects the privacy of the applicant and considers this application confidential.
4. If you wish to move forward with the application process, please provide the application fee. This will activate a background check with TransUnion/My Smart Move. Failure to complete this within 7 days of activating the process in the application will forfeit the fee and the application deposit, if made.
5. We will also conduct employment/income verification and to contact your previous landlords. If Applicant is self-employed, Landlord may require
6. one or more previous year's tax return or evidence of active contract work.
7. **IMPORTANT:** During this process, Landlord has the right to continue to show the property. You may provide an application deposit equal to 1/2 the security deposit, along with the application fee(s), and the condo will be temporarily reserved for you and be removed from the market. If the application passes, this deposit will serve as 1/2 your security deposit for the lease. Should you provide the application deposit, pass the application but change your mind about leasing the condo, you will forfeit this deposit.
8. The application is not complete until the online background form is completed; the application start date will start upon completion of the background form completion.

➔ RENT: \$\_\_\_\_\_ tenant may be responsible utilities, please check with landlord.

UTILITIES (included with Unit 212): Gas and water may be included; you may need to secure electric and internet services. Please expect to contact the city and local ISP providers (i.e. Google Fiber) for setup/payments.

PARKING (included with Unit 212): Reserved parking available, open parking when available. Please check with the Landlord on rates.

APPLICATION DEPOSIT - \$\_\_\_\_\_: If you want the unit reserved for you during the application process, you may do so by paying an Application Deposit equal to 1/2 rent, and we will pull the unit off the market and reserve it for you. Upon application approval, this amount will be applied to your security deposit. ***This is not required***, but is an option if you want to reserve the unit during the application process.

PETS: (add \$\_\_\_\_\_/mo. per pet — **NOTE: some properties may not allow pets, pls check with landlord**)

Type/breed + Age/Name: \_\_\_\_\_

**If allowed**, we prefer no more than one pet, and do not accept aggressive/dangerous breeds. In addition, we will deduct \$350 pet cleaning fee from the security deposit, and an addl. refundable \$500 damage deposit for each pet that is less than 4 yrs. of age.

Name (first, middle, last): \_\_\_\_\_

Co-applicant: \_\_\_\_\_

(If checked, co-applicant must submit a separate application.)

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Soc. Sec. No.: \_\_\_\_\_ Driver License No.: \_\_\_\_\_

(include state if not Texas)

Date of Birth: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_

Eye Color: \_\_\_\_\_ Hair Color: \_\_\_\_\_ Citizenship: \_\_\_\_\_

Marital Status:  Single  Married  Separated  Divorced

If married/separated, name of spouse: \_\_\_\_\_

Emergency Contact: Name: \_\_\_\_\_

Phone: \_\_\_\_\_ email: \_\_\_\_\_

Vehicles to be used on property: (year, make & model): \_\_\_\_\_

How long is your anticipated stay? \_\_\_\_\_

Applicant Initials \_\_\_\_\_

# RESIDENTIAL LEASE APPLICATION

## EMPLOYMENT:

Employer: \_\_\_\_\_

Phone: \_\_\_\_\_

Emp. Contact (phone required, email): \_\_\_\_\_

Immediate Supervisor name, contact: \_\_\_\_\_

Now long employed? \_\_\_\_\_ Gross Monthly Income: \$ \_\_\_\_\_

Other sources of income: \_\_\_\_\_ Amount/mo.: \$ \_\_\_\_\_

Bank cash deposits (total): \$ \_\_\_\_\_ NET Worth: \$ \_\_\_\_\_

*(not required but helpful)*

## RENTAL HISTORY *(for payment history and rent affordability — we will want the option to contact your previous landlords)*

Current/Last landlord, contact: \_\_\_\_\_

Now long lived at last/current residence: \_\_\_\_\_ Monthly rent: \_\_\_\_\_

Reason for leaving last/current residence: \_\_\_\_\_

Previous landlord name, contact: \_\_\_\_\_

Now long lived at last/current residence: \_\_\_\_\_ Monthly rent: \_\_\_\_\_

Reason for leaving previous residence: \_\_\_\_\_

## OTHER: (check all that apply)

- Renter's Insurance (recommended)  Applicant/Applicant spouse in military  
 Smoke *(not allowed)*

Has Applicant ever: (check all that apply, if checked provide explanation in blanks and phone call)

- been evicted? \_\_\_\_\_  
 been asked to move out by a landlord \_\_\_\_\_  
 breached a lease or rental agreement \_\_\_\_\_  
 filed for bankruptcy \_\_\_\_\_  
 been foreclosed \_\_\_\_\_  
 had any credit problems \_\_\_\_\_  
 Any occupant a sex a registered sex offender \_\_\_\_\_  
 been convicted of a crime \_\_\_\_\_  
 Any occupant have pending or past criminal convictions \_\_\_\_\_

Other considerations/requests: \_\_\_\_\_

1. Signing this application indicates that Applicant understands Landlord's tenant selection criteria, which may include, but are not limited to, factors such as criminal history, credit history, rental history and current income and/or proof of NET worth.
2. Applicant understands that providing inaccurate or incomplete information is grounds for rejection of this application, forfeiture of any application fee, forfeiture of the application deposit, 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.
4. Applicant understands this application is a precursor and will be part of the lease agreement, and approved applicants are expected to sign a lease agreement within 7 days of approval, and failure to do so will forfeit their application deposit if made.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## RESIDENTIAL LEASE APPLICATION

Thank you for your interest in our condos! Here are some highlights to the lease:

**1) Rent due date:** We ask to receive the rent in full on or before the 1st of the month. Rent is considered late after and subject to a 10% late fee of the rent amount, per month until the rent is received.

**2) Paying rent:** Please review the Payment Options in the ABOUT THE TRAVIS HEIGHTS CONDOS AND THE OWNERS section. We request first and last month's rent, as well as security deposit.

**3) Grounds:** You accept all risks and liabilities in the use of the designated grounds and community areas of the properties: the yards, walkways, pool, decks and any community areas.

**4) AC Service:** Every year the AC should be serviced. We provide \$300/year to service the equipment with coolant in your unit. Any additional costs (other than major repairs) will be your responsibility and added to your rent the following month.

**5) Keys:** We offer a keyless option to the properties — this ultimately protects everyone from access from unauthorized, unknown duplicates. You may be provided property access via the August app on your phone. If you wish to receive physical keys, we will provide those to you, but will ask for a \$250 key deposit, \$125 of which will be non-refundable to you to rekey the locks.

**6) Vacate notice — 60 days before the end of the lease:** We require at least a 2-month notice for vacating or not renewing your lease of the unit, to be on or before the first of the 2-months prior to the date you plan to vacate/leave. Less than 60 days notice will push your notice date to the following month you intend to move out, requiring you to pay rent for that following month. *Example: A notice on May 1 (or earlier) is for vacating the end of June; a notice on May 2nd (or later) is for vacating the end of July.*

### 7) Repairs:

a. In the event of property or appliance issues we ask you inform us immediately. Our staff has repair skills far cheaper than a handyman, and we would prefer to know of repairs so we may have record of them. It helps us safeguard our guests from dangerous and/or incorrect repair services.

b. In the event a repair is needed we reserve the right to have up to 12 weeks to conduct the repair.

**8) Parking:** Parking is provided at all our properties, which may be included in your lease (please check with landlord). At the Travis Heights Condos, there is free parking at the front of the complex, to the left of the sign, as well as reserved parking in the back. In the event someone has improperly parked in your spot, we encourage you first place a friendly note on the car notifying them of the error — this in the past has been adequate. There are signs throughout the complex with a phone number of a tow company you may call to have the car removed.

**9) The deposit:** Texas law prohibits a tenant from using the deposit as rent, unless explicitly agreed to by both parties. Using deposit for rent without an approval from the landlord is subject to a judgment 3 times the amount of the deposit under Texas law.

**10) Pests:** Our properties at Travis Heights Condos and in Alamo Heights are adjacent to designated green spaces that, while beautiful, is teeming with wildlife, including insects and other pests. The properties are treated prior to a tenant move-in, and may be treated inside of the properties once a year, free of charge. Any additional treatment will be an additional cost.

**11) Pets:** If allowed, we charge adds. pet rent (per pet), along with a pet cleaning deduction of \$350, and a \$500 refundable damage deposit for pets younger than 4 yrs or more than one pet. There are pet rules, such as keeping areas clean, odor-free, etc. The lease will outline that you agree to assume any and all liability for your pet(s), and will indemnify us in the event of a legal event with your pet.

**12) 48-hour Issue Notice:** Please inspect the property for any issues before signing the lease, or within 48 hours of move-in, and email us notice of issues, with pictures. If we do not receive notice of issues within 48 hours of move-in, the property will be deemed to be **ISSUE-FREE AND ACCEPTED AS-IS**.

If you have any concerns or questions on these highlights, please let us know as soon as possible.

## ABOUT THE PROPERTIES AND THE OWNERS

### ALAMO HEIGHTS BUNGALOW:

The house on Abiso includes the house, yards and two of the four parking spots in the back driveway; it does not include the two-story building in the back, nor two of the parking spots. The back yard is mostly-private in that it is considered a community area for both buildings to have access to and through. The house was built in 1927 and its wiring and plumbing has been updated, and the unit does have central heat and air.

### TRAVIS HEIGHTS CONDOS:

The Travis Heights Condominiums are privately owned condos in the heart of the most desirable area of Austin: South Congress/Travis Heights. They were built in 1967, and completely remodeled in 2010 as luxury condos, with hardwood floors and granite counter tops. The complex is a nice departure from high-density projects in Austin — there are ONLY 27 units and two stories. This provides a more quiet and private setting compared to the high-density multi-units in Austin. You will be required to follow the complex rules.

### OTHER PROPERTIES:

The landlords own a variety of other properties located in Texas and in New Mexico.

### THE LANDLORDS - MARK & SUZANNE HARLIEN:

Mark and Suzanne purchased their condos in 2015 and 2016. Suzanne retired from USAA, a respected financial services company. Previously she was an award-winning investigative reporter for several years. Mark was an entrepreneur, successful business CEO for 20 years, artist and Filmmaker. He worked with companies such as Time Warner, The Walt Disney Company, USAA and Cargill. His films have been distributed on major streaming platforms. They both own several properties in Texas and New Mexico.

Note: As a film Production Designer, Mark accumulated a small collection of furniture from movie sets. Please inquire if you are interested in and in need of furniture for your rental.

Mark's Linked In Profile: <https://www.linkedin.com/in/ideawire>

### PAYMENT OPTIONS:

We favor digital payments for fees and rentals. The following ways are options:

1. **Venmo.** Venmo is owned by PayPal and is a safe way to pay people.
2. **Zelle.** Zelle is new to the digital payment services and is backed by Wells Fargo and other national banks.
3. **PayPal.** PayPal is the longest running digital payment method. PLEASE: NOTE YOU ARE PAYING A PERSON RATHER THAN A SERVICE TO AVOID TRANSACTION FEES.
4. **Apple.** You can transfer payments to us through Apple's AppleCash service.
5. **Credit Card.** We do accept credit cards for rent but apply a 3% fee that must be added to the transaction; we use Square for such payments.
6. **CashApp.** We do not take CashApp at this time.

<u>Mailing:</u> Mark Harlien PO Box 6290 San Antonio, TX 78209	<u>Electronic payments to:</u> 210-710-4491 <a href="mailto:mark@harlien.com">mark@harlien.com</a> <i>(note there may be daily limits to electronic payments - full amount of rent is to be received by the first of the month)</i>	<u>Bank account:</u> Ally Bank Acct. #2123665487 Wells Fargo Bank Acct. #0662-665017 (for Zelle) Venmo handle: <a href="https://www.venmo.com/@harlien">@harlien</a>
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