



## **ALL ABOUT RENTAL REQUIREMENTS, APPLICATIONS AND DEPOSITS**

**1) APPLICATION FEES: Application fees are non-refundable.** Each applicant should bring a picture ID and their most recent pay stub showing year-to-date earnings. We will also need proof of any other income, such as Child Support or Social Security. We will check your job, rental, criminal, and credit histories. Damaged backgrounds will be considered, but additional deposits may be required. Married couples may submit a single application with both individual's information. Single individuals must fill out separate applications. The application fee is **\$40 per individual over age 18** that will occupy the property. The application fee must be paid with money order or certified funds. **(No cash accepted)**

**2) APPLICATION DEPOSITS:** An amount equal to 1/2 of the Security Deposit, in money order or certified funds, is required as an **Application Deposit** at the time you bring us your completed application. See the "Agreement for Application Deposit and Hold on Property" on the back side of the "Residential Lease Application". **(No cash accepted)**

**If your application is not approved,** we will notify you by telephone, mail, or email. However, if you have not heard from us within 7 days after submitting your application, consider it disapproved. Your application deposit will be refunded to you.

**If your application is approved,** you will be contacted by telephone, mail, or email. You then have **2 working days** if we contacted you by telephone or email, or **5 working days** if we contacted you by mail, to bring us an additional amount equal to 1/2 of the Security Deposit. Your Application Deposit will be credited along with this final amount to complete your Security Deposit. At this time, you must also sign the lease and pay any other non-rental deposits, such as pet deposits or mailbox key deposits.

**YOU MUST SIGN THE LEASE AND PAY ALL AMOUNTS DUE AS DESCRIBED WITHIN THE ALLOWED TIME PERIOD, OR YOU WILL FORFEIT THE APPLICATION DEPOSIT AS LIQUIDATED DAMAGES AND WE WILL TERMINATE ALL FURTHER OBLIGATIONS UNDER THIS AGREEMENT. YOUR LEASE TERM MUST START NO LATER THAN 15 DAYS AFTER YOU HAVE PAID ALL OF THE SECURITY DEPOSIT.**

You will not be allowed to move in until the first month's rent has been paid in full, all required forms have been signed, and all utilities that you are responsible for have been transferred into your name.

**3) TENANT SELECTION CRITERIA:**

- a) Review of credit history to determine credit-worthiness including judgments, unpaid utilities, bankruptcy, etc.
- b) Verification of income by means of check stubs, government checks, income tax returns, etc. Net income must equal at least 2.5 times amount of monthly rent on selected property.
- c) Written verification with employers (on our form) of current employment and past employment if current employment is six months or less.
- d) Verification of rental information with current landlords and past rental history if less than 2 years at current residence. Past evictions may be cause for rejection, but will be considered on a case by case basis.
- e) Criminal background check: Felonies that involve convictions for sexual charges or manufacture and/or delivery of drugs will not be accepted. All other felonies will be considered on a case by case basis.

**NOTICE:** Increased security deposits may be considered to offset unsatisfactory verifications on a case by case basis.

**4) ALL APPLICANTS must sign this document, the rental application, and the "Information About Brokerage Services".** Please call us if you have any questions. Thank you for considering our properties!

**By signing below, I (we) acknowledge that I (we) have read, and understand, the above information.**

X \_\_\_\_\_ X \_\_\_\_\_  
 Applicant sign here Date Spouse sign here Date

**DIRECTIONS TO OUR OFFICE**

***Call us at 214-948-3192 if you get lost!***

We are at 214 W.12th St., Suite #B, Dallas, TX, directly across the street from the Bank of Texas and just west of the intersection of Zang Blvd. and 12th St. (Mapsco 54H).

**From downtown Dallas:** Take I-35 south toward Waco, exit at "12th St./Beckley" (about 3 miles south of downtown), go 1½ blocks west on 12th St. to our office. We're on the left, just past Zang Blvd. Enter through the rear door. We are just inside.

**From Ft. Worth or Grand Prairie:** Take I-30 east, exit at Hampton Rd. South. Go south to 12th St. (about 2 miles), turn left on 12<sup>th</sup>, go about 2 miles down on your right, just before you get to Zang Blvd. Enter through the rear door. We are just inside.

Approved by the Texas Real Estate Commission for Voluntary Use

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

# Information About Brokerage Services

**B**efore working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

**IF THE BROKER REPRESENTS THE OWNER:**

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written - listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

**IF THE BROKER REPRESENTS THE BUYER:**

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

**IF THE BROKER ACTS AS AN INTERMEDIARY:**

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License

Act. The broker must obtain the written consent of each party to the transaction to act as an intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

**If you choose to have a broker represent you,** you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

X

Buyer, Seller, Landlord or Tenant

Date

Texas Real Estate Brokers and Salespersons are licensed and regulated by the Texas Real Estate Commission (TREC). If you have a question or complaint regarding a real estate licensee, you should contact TREC at P.O. Box 12188, Austin, Texas 78711-2188 or 512-465-3960.





# CW Sparks Management RESIDENTIAL LEASE APPLICATION

POB 224611  
Dallas, TX 75222-4611  
214-948-3192

*Each occupant and co-applicant 18 years or older must submit a separate application.*

Property Address: \_\_\_\_\_ Anticipated: Move-in Date: \_\_\_\_\_

Monthly Rent: \$ \_\_\_\_\_ Security Deposit: \$ \_\_\_\_\_

If applicable, Agent name: \_\_\_\_\_ ph.# \_\_\_\_\_

Applicant's name \_\_\_\_\_ DOB \_\_\_\_\_

Marital Status \_\_\_\_\_ DL or ID # and State \_\_\_\_\_ SS# \_\_\_\_\_

Phone #'s: Work \_\_\_\_\_ Mobile \_\_\_\_\_ Home \_\_\_\_\_

Spouse's name \_\_\_\_\_ DOB \_\_\_\_\_

DL or ID# and State \_\_\_\_\_ SS# \_\_\_\_\_

Phone #'s: Work \_\_\_\_\_ Mobile \_\_\_\_\_

Former last name of  Applicant or  Spouse (maiden or married) \_\_\_\_\_

Required: Emergency Contact Name & # \_\_\_\_\_

Name(s) of all other persons who will occupy the Property: (Attach extra sheet if necessary)

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ DOB: \_\_\_\_\_ SS# \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ DOB: \_\_\_\_\_ SS# \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ DOB: \_\_\_\_\_ SS# \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ DOB: \_\_\_\_\_ SS# \_\_\_\_\_

Applicant's Current Address: \_\_\_\_\_

Landlord's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Date Moved-In \_\_\_\_\_ Rent \$ \_\_\_\_\_ Notice to Landlord dated \_\_\_\_\_

Reason for move: \_\_\_\_\_

Applicant's Previous Address: \_\_\_\_\_

Previous Landlord's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Date Moved-In \_\_\_\_\_ Move-Out Date \_\_\_\_\_ Rent \$ \_\_\_\_\_

Reason for move: \_\_\_\_\_

Applicant's Current Employer: \_\_\_\_\_

Address: \_\_\_\_\_

Supervisor's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Start Date: \_\_\_\_\_ Position: \_\_\_\_\_ Gross Monthly Income: \$ \_\_\_\_\_

Applicant's Previous Employer: \_\_\_\_\_

Address: \_\_\_\_\_ Position: \_\_\_\_\_

Supervisor's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Employed from \_\_\_\_\_ to \_\_\_\_\_ Gross Monthly Income: \$ \_\_\_\_\_

Spouse's Current Employer: \_\_\_\_\_

Address: \_\_\_\_\_

Supervisor's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Start Date: \_\_\_\_\_ Position: \_\_\_\_\_ Gross Monthly Income: \$ \_\_\_\_\_

List all pets to be kept on the Property (dogs, cats, birds, reptiles, fish, and other pets):

Type & Breed                      Name                      Color                      Weight                      Age                      Declawed?                      Shots Current?

\_\_\_\_\_

List all vehicles to be parked on the Property:

Type                      Year                      Make                      Model                      License/State

\_\_\_\_\_

\_\_\_\_\_

Applicant initial here \_\_\_\_\_

Spouse initial here \_\_\_\_\_

List other income you want considered \_\_\_\_\_

	Yes	No
Will any water filled furniture be used on the property, or will any of the occupants smoke?		
Will you maintain renter's insurance?		
Is Applicant or Applicant's spouse, even if separated, in the military?		
If yes, is the military person now under orders limiting the military person's stay to one year or less?		
Has Applicant ever been evicted, asked to move out by a landlord, or broken a rental agreement?		
Has Applicant ever filed for bankruptcy, lost property in a foreclosure, or had any credit problems?		
Does Applicant or any occupant have previous convictions, or criminal matters now pending?		
Is any occupant a registered sex offender?		
Is there additional information Applicant wants considered?		

Please explain any "Yes" answers to the above questions \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Fees:** Applicant submits a non-refundable fee of \$\_\_\_\_\_ for processing and reviewing this application and an Application Deposit of \$\_\_\_\_\_ in accordance with the included "Agreement for Application Deposit and Hold on Property" below.

**NOTICE:** The Property remains on the market until applicant is approved. Landlord may continue to show the Property to other prospective tenants and accept another offer.

**Agreement for Application Deposit and Hold on Property**

1. Landlord will remove the Property from the market and not lease it to another person if and when Landlord approves Applicant as a tenant. Landlord is not obligated to remove the Property from the market until Landlord notifies Applicant of approval.
2. Obligations upon approval or non-approval:
  - A. If Landlord approves Applicant as a tenant for the Property, Landlord will notify Applicant of the approval not later than the 7th calendar day after the date this agreement becomes binding.
  - B. Not later than the 3rd calendar day after Landlord notifies Applicant of the approval by phone or email(or the 5<sup>th</sup> calendar day if by notified by mail), Applicant must sign a lease for the Property and the Application Deposit will be credited to the security deposit required in the lease.
  - C. If Landlord does not approve Applicant or does not notify Applicant of approval within the time required, Landlord will refund the Application Deposit to Applicant and this agreement will terminate.
  - D. If Landlord notifies Applicant of approval and Applicant fails to sign the lease within the time required, Landlord will retain the Application Deposit and may lease the Property to another person.
  - E. If Applicant withdraws Applicant's application or breaches this agreement, Landlord will retain the Application Deposit and may lease the Property to another person.
3. If Applicant provides any false information in this application or this agreement, Landlord may reject the application, retain the application fee and the Application Deposit as liquidated damages for Landlord's time and expense, and terminate any right of occupancy. In any legal proceeding between the parties, the prevailing party may recover attorney's fees from the non-prevailing party.

Subchapter I, Chapter 92, Property Code governs Application Deposit procedures. The terms of this agreement are negotiable between the parties. Copies of lease forms and addenda are available from your broker. Before signing this agreement, Applicant should determine if all necessary utilities are available to the Property and are adequate for Applicant's intended use. This is a binding agreement. READ IT CAREFULLY before signing.

**Applicant initial here** \_\_\_\_\_

**Spouse initial here** \_\_\_\_\_

# Authorization to Release Information Related to a Residential Lease Applicant

I (We) have submitted an application to lease a property. The landlord, broker, or landlord's representative is:

**CW Sparks Management, POB 224611, Dallas, TX 75222-4611  
Office 214-948-3192; Fax 214-948-0300**

**At any time before, during, or after my (our) tenancy, if requested by CW Sparks Management, I (we) give my (our) permission to:**

- (1) my (our) current and former employers to release any information about my (our) employment and income history;
- (2) my (our) current and former landlords to release any information about my (our) rental history;
- (3) my (our) current and former mortgage lenders on property that I (we) own or have owned to release any information about my (our) mortgage payment history;
- (4) my (our) bank, savings and loan, or credit union to provide a verification of funds that I (we) have on deposit;
- (5) obtain a copy of my (our) consumer report (credit report) from any consumer reporting agency and to obtain background information about me (us);
- (6) obtain a criminal background check related to me (us) or any occupant.

## Acknowledgement & Representation:

**1. Signing this application indicates that Applicant has had the opportunity to review Landlord's tenant selection criteria. The tenant selection criteria may include factors such as criminal history, credit history, current income and rental history.**

**2. Applicant(s) represent(s) that the above statements are true and complete, and understand(s) that providing false or inaccurate information is grounds for rejection and a breach of any lease.**

X _____ Applicant's Signature	X _____ Print name here	X _____ Date
X _____ Spouse's Signature	X _____ Print name here	X _____ 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.

For Landlord's Use: On \_\_\_\_\_, \_\_\_\_\_ notified Applicant(s)

By:  phone  mail  e-mail  fax  in person, that Applicant was  approved  not approved