



## Information About Brokerage Services

*Texas law requires all real estate license holders 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.

_____ Licensed Broker /Broker Firm Name or Primary Assumed Business Name	_____ License No.	_____ Email	_____ Phone
_____ Designated Broker of Firm	_____ License No.	_____ Email	_____ Phone
_____ Licensed Supervisor of Sales Agent/ Associate	_____ License No.	_____ Email	_____ Phone
_____ Sales Agent/Associate's Name	_____ License No.	_____ Email	_____ Phone

\_\_\_\_\_  
Buyer/Tenant/Seller/Landlord Initials

\_\_\_\_\_  
Date

## Tenant Selection Guidelines

The following guidelines apply to all applicants:

Application must be on current TAR form. A copy of this document (Tenant Selection Guidelines) signed by all applicants must accompany application.

A non-refundable application fee of \$60 for each applicant (18 yrs and older) must accompany the application, payable by cash, money order, or cashier check made out to Tom Polk. PayPal is acceptable for the application fee. Until lease is signed and security deposit is received we will continue to consider competing applications.

\$50 additional application fee is required for each verification done through "The Work Number™," payable to Landlord prior to such verification (this may be avoided if employment verification can be done through a willing supervisor or other qualified company employee).

Each adult (18 yrs and older) who will occupy the property must submit their own completed application. This applies to each applicant without regard to marital status or relationship.

Only complete applications will be processed. Each blank must be filled in. Contact information for verification sources must be accurate.

Verifiable identification: A copy of a current government issued photo ID is required for each applicant.

Sufficient income-to-rent ratio: Each applicant must have income 3 times the amount of the rent to qualify. Income and work history may be combined for married applicants. Applicants must have a verifiable work history of at least two years steady work. Self-employed applicants must provide the first two pages of the last 2 years' income tax return. Dependent adult children may be exempt from income verifications if parental applicants meet rental guidelines.

Acceptable credit rating: Demonstrates financial responsibility. A credit report will be processed on all applicants 18 and over. A credit score of 620 or better is preferred.

Rental History: Applicant has successfully owned or rented another property, paid rent on time and left property in good condition.

References: Names, telephone numbers, fax numbers, and/or email addresses to verify income sources and current and previous residences. Applicant will include, with application fee, any additional fees required by employer to verify employment. Applicant will pay any charges required by an employer's verification provider. Relatives are not accepted as a landlord reference.

No lease guarantors will be accepted.

Each applicant is subject to a criminal background check.

Lease will require Tenant to carry a tenant insurance policy that includes liability coverage naming Landlord as additional insured. Liability coverage must include any breeds Tenant expects to have on Property. Landlord approval of such policy is required before move-in.

Animals: Failure to disclose with the application that animals may be on the Property is grounds for denial.

35 lb weight limit, 2 animals maximum. No puppies, no dangerous breeds, no cats. Weight limit may not apply to service animals. \$300 refundable deposit for each pet.

**EMOTIONAL SUPPORT ANIMALS (ESA):** Emotional support animals may be denied if applicant fails to provide with the application clear and unambiguous documentation by licensed mental health professional that applicant qualifies for the animal that is to occupy the property. If Landlord's or Tenant's insurance carrier would cancel, substantially increase the costs, or adversely affect the terms of Landlord's insurance or Tenant's insurance affecting Landlord, Landlord reserves the right, in accordance with HUD's policies and best practices, to enter into "interactive process" before a reasonable accommodation is granted to Tenant. HUD documents regarding "interactive process" are available upon request.

Vehicles: Two vehicle limit.

The following factors will be considered in denying an application or changing the offering terms

- Having been sent a 3 day notice to vacate
- Late payments
- Insufficient funds check(s)
- Previous eviction
- Previous past due rent or other charges outstanding to a landlord
- Previous property damage
- Failure to have given a proper 30 day notice or breach of lease
- Previous or present rude and disruptive behavior
- Making false statements on the application
- Omitting information on the application that could affect landlord
- Criminal conviction

Tom Polk is a real estate broker licensed in the State of Texas.

I / we have read and understand the above tenant selection guidelines.

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Applicant Date

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Applicant Date



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# Assistance Animals and Landlords' Insurance

November 19, 2018 | Texas REALTORS® Staff

## Can Landlords Limit Certain Dog Breeds Because of Insurance?



*I manage a property with a no-pets policy and am in the process of leasing it. The landlord decided to lease to a hearing-impaired tenant who is requesting her dog, a pit bull, be allowed as her assistance animal. The owner of the property has a homeowners insurance policy that prohibits "vicious" breeds, including pit bulls. What can the landlord do?*

Generally speaking, the landlord must grant a reasonable accommodation, unless an exception applies. An accommodation is unreasonable if it imposes an undue financial or administrative burden on a housing provider's operations. According to a 2006 memo from the U.S. Department of Housing and Urban Development, if a housing provider's insurance carrier would cancel the insurance policy, substantially increase the costs of the insurance policy, or adversely change the policy terms because of the presence of a certain breed of dog or a certain animal, HUD will find that this imposes an undue financial and administrative burden.

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### 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: \_\_\_\_\_

Residential Lease Application concerning \_\_\_\_\_

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		Bite History?
								Shots Current?		
						<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
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|--------------------------|--------------------------|--|
| <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?  |
| <input type="checkbox"/> | <input type="checkbox"/> | 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? If yes, provide the location, year, and type of conviction below.                                       |

- 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: \_\_\_\_\_



**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.*