LUXMAX
REALTY GROUP

LUXURY ADVISORS | RELOCATION | INVESTORS

LUXMAX Realty Group | 800 Town and Country Blvd., #500
Houston, Texas 77024 | LuxmaxLeasing.com | 832.677.5007

WELCOME TO LUXMAX REALTY GROUP!

Thank you for your interest in LUXMAX Realty Group. We appreciate your support of small minority owned businesses. We understand the importance in finding best available options for your home/apartment/ condo search. Your trust in our 41 years plus experience as business realty professionals is appreciated, and we hope that we are able to provide you the highest possible satisfaction assuring you of a successful relocation/purchase of your new home.

Attached are several documents for your review and completion in order to officially engage our services as licensed Realtors in the State of Texas. Please **return** the appropriate documents as soon as possible to processing@luxmaxrealty.com. They are as follows:

1. Texas Apartment Association Application Form (For apartments only)
2. Texas Realtors Residential Lease Application (For condominiums/houses)
3. Residential Buyer/Tenant Representation Agreement Form (Mandatory disclosure)
4. Texas Realtors Wire Fraud Warning Form (Mandatory disclosure)
5. Information About Brokerage Services Disclosure Form (Mandatory disclosure)

- **SearchMyHome.us:** Sign up for Premium Content from HAR, enter your search criteria and review the results. Save your list and schedule your private tour with us. It's that easy!
- **SearchMyApartment.us**: Simply sign up, enter search criteria and review the results. Save your list and send it to us to schedule your appointments.
- **SearchMyCondo.com**: Sign up for Premium Content from HAR, enter rental criteria, select your choices, save your list, and send to us for review and appointment scheduling.

We look forward to doing business with you soon! We want your business for life. Be sure to follow us on Instagram and Facebook too! If you have any questions, please reach out to me directly at 832.677.5007. **Visit us at: LuxmaxRealty.com | RealEstateBusinessman.com.**

Best Regards,

Richard David

Licensed Realtor
richard@luxmaxrealty.com

LUXMAXREALTY.COM

LUXMAXLEASING.COM

SearchMyCondo.com

TEXAS ASSOCIATION OF REALTORS®

RESIDENTIAL BUYER/TENANT REPRESENTATION AGREEMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
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1. PARTIES: The parties to this agreement are:

Client: _____
_____
Address: _____
City, State, Zip: _____
Phone: _____ Fax: _____
E-Mail: _____

Broker: _____
_____
Address: _____
City, State, Zip: _____
Phone: _____ Fax: _____
E-Mail: _____

2. APPOINTMENT: Client grants to Broker the exclusive right to act as Client's real estate agent for the purpose of acquiring property in the market area.

3. DEFINITIONS:

A. *"Acquire"* means to purchase or lease.

B. *"Closing"* in a sale transaction means the date legal title to a property is conveyed to a purchaser of property under a contract to buy. "Closing" in a lease transaction means the date a landlord and tenant enter into a binding lease of a property.

C. *"Market area"* means that area in the State of Texas within the perimeter boundaries of the following areas: _____
_____
_____
_____.

D. *"Property"* means any interest in real estate including but not limited to properties listed in a multiple listing service or other listing services, properties for sale by owners, and properties for sale by builders.

4. TERM: This agreement commences on _____ and ends at 11:59 p.m. on _____.

5. BROKER'S OBLIGATIONS: Broker will: (a) use Broker's best efforts to assist Client in acquiring property in the market area; (b) assist Client in negotiating the acquisition of property in the market area; and (c) comply with other provisions of this agreement.

6. CLIENT'S OBLIGATIONS: Client will: (a) work exclusively through Broker in acquiring property in the market area and negotiate the acquisition of property in the market area only through Broker; (b) inform other brokers, salespersons, sellers, and landlords with whom Client may have contact that Broker exclusively represents Client for the purpose of acquiring property in the market area and refer all such persons to Broker; and (c) comply with other provisions of this agreement.

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7. REPRESENTATIONS:

A. Each person signing this agreement represents that the person has the legal capacity and authority to bind the respective party to this agreement.

B. Client represents that Client is not now a party to another buyer or tenant representation agreement with another broker for the acquisition of property in the market area

C. Client represents that all information relating to Client's ability to acquire property in the market area Client gives to Broker is true and correct.

D. Name any employer, relocation company, or other entity that will provide benefits to Client when acquiring property in the market area: _____.

8. INTERMEDIARY: *(Check A or B only.)*

❑ A. Intermediary Status: Client desires to see Broker's listings. If Client wishes to acquire one of Broker's listings, Client authorizes Broker to act as an intermediary and Broker will notify Client that Broker will service the parties in accordance with one of the following alternatives.

1) If the owner of the property is serviced by an associate other than the associate servicing Client under this agreement, Broker may notify Client that Broker will: (a) appoint the associate then servicing the owner to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the owner; and (b) appoint the associate then servicing Client to the Client for the same purpose.

2) If the owner of the property is serviced by the same associate who is servicing Client, Broker may notify Client that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Client; and (b) appoint the associate servicing the owner under the listing to the owner for the same purpose.

3) Broker may notify Client that Broker will make no appointments as described under this Paragraph 8A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.

❑ B. No Intermediary Status: Client does not wish to be shown or acquire any of Broker's listings.

Notice: If Broker acts as an intermediary under Paragraph 8A, Broker and Broker's associates:

- **may not disclose to Client that the seller or landlord will accept a price less than the asking price unless otherwise instructed in a separate writing by the seller or landlord;**
- **may not disclose to the seller or landlord that Client will pay a price greater than the price submitted in a written offer to the seller or landlord unless otherwise instructed in a separate writing by Client;**
- **may not disclose any confidential information or any information a seller or landlord or Client specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;**
- **shall treat all parties to the transaction honestly; and**
- **shall comply with the Real Estate License Act.**

9. COMPETING CLIENTS: Client acknowledges that Broker may represent other prospective buyers or tenants who may seek to acquire properties that may be of interest to Client. Client agrees that Broker may, during the term of this agreement and after it ends, represent such other prospects, show the other prospects the same properties that Broker shows to Client, and act as a real estate broker for such other prospects in negotiating the acquisition of properties that Client may seek to acquire.

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10. CONFIDENTIAL INFORMATION:

A. During the term of this agreement or after its termination, Broker may not knowingly disclose information obtained in confidence from Client except as authorized by Client or required by law. Broker may not disclose to Client any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.

B. Unless otherwise agreed or required by law, a seller or the seller's agent is not obliged to keep the existence of an offer or its terms confidential. If a listing agent receives multiple offers, the listing agent is obliged to treat the competing buyers fairly.

11. BROKER'S FEES:

A. Commission: The parties agree that Broker will receive a commission calculated as follows: (1) ____% of the gross sales price if Client agrees to purchase property in the market area; and (2) if Client agrees to lease property in the market area a fee equal to *(check only one box)*: ❑ _____% of one month's rent or ❑ _____% of all rents to be paid over the term of the lease.

B. Source of Commission Payment: Broker will seek to obtain payment of the commission specified in Paragraph 11A first from the seller, landlord, or their agents. **If such persons refuse or fail to pay Broker the amount specified, Client will pay Broker the amount specified less any amounts Broker receives from such persons.**

C. Earned and Payable: A person is not obligated to pay Broker a commission until such time as Broker's commission is *earned and payable*. Broker's commission is *earned* when: (1) Client enters into a contract to buy or lease property in the market area; or (2) Client breaches this agreement. Broker's commission is *payable*, either during the term of this agreement or after it ends, upon the earlier of: (1) the closing of the transaction to acquire the property; (2) Client's breach of a contract to buy or lease a property in the market area; or (3) Client's breach of this agreement. If Client acquires more than one property under this agreement, Broker's commissions for each property acquired are earned as each property is acquired and are payable at the closing of each acquisition.

D. Additional Compensation: If a seller, landlord, or their agents offer compensation in excess of the amount stated in Paragraph 11A (including but not limited to marketing incentives or bonuses to cooperating brokers) Broker may retain the additional compensation in addition to the specified commission. Client is not obligated to pay any such additional compensation to Broker.

E. Acquisition of Broker's Listing: Notwithstanding any provision to the contrary, if Client acquires a property listed by Broker, Broker will be paid in accordance with the terms of Broker's listing agreement with the owner and Client will have no obligation to pay Broker.

F. In addition to the commission specified under Paragraph 11A, Broker is entitled to the following fees.
   1) Construction: If Client uses Broker's services to procure or negotiate the construction of improvements to property that Client owns or may acquire, Client ensures that Broker will receive from Client or the contractor(s) at the time the construction is substantially complete a fee equal to: _____.
   2) Service Providers: If Broker refers Client or any party to a transaction contemplated by this agreement to a service provider (for example, mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral.

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3) Other: _____

_____

_____.

G. Protection Period: "Protection period" means that time starting the day after this agreement ends and continuing for _____ days. Not later than 10 days after this agreement ends, Broker may send Client written notice identifying the properties called to Client's attention during this agreement. If Client or a relative of Client agrees to acquire a property identified in the notice during the protection period, Client will pay Broker, upon closing, the amount Broker would have been entitled to receive if this agreement were still in effect. This Paragraph 11G survives termination of this agreement. This Paragraph 11G will not apply if Client is, during the protection period, bound under a representation agreement with another broker who is a member of the Texas Association of REALTORS® at the time the acquisition is negotiated and the other broker is paid a fee for negotiating the transaction.

H. Escrow Authorization: Client authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the acquisition of property contemplated by this agreement to collect and disburse to Broker all amounts payable to Broker.

I. County: Amounts payable to Broker are to be paid in cash in _____ County, Texas.

12. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute that may arise related to this agreement or any transaction related to or contemplated by this agreement. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator.

13. DEFAULT: If either party fails to comply with this agreement or makes a false representation in this agreement, the non-complying party is in default. If Client is in default, Client will be liable for the amount of compensation that Broker would have received under this agreement if Client was not in default. If Broker is in default, Client may exercise any remedy at law.

14. ATTORNEY'S FEES: If Client or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

15. LIMITATION OF LIABILITY: **Neither Broker nor any other broker, or their associates, is responsible or liable for any person's personal injuries or for any loss or damage to any person's property that is not caused by Broker. Client will hold broker, any other broker, and their associates, harmless from any such injuries or losses. Client will indemnify Broker against any claims for injury or damage that Client may cause to others or their property.**

16. ADDENDA: Addenda and other related documents which are part of this agreement are:

- ☑ Information About Brokerage Services
- ❑ Protecting Your Home from Mold
- ❑ Information Concerning Property Insurance
- ❑ General Information and Notice to Buyers and Sellers
- ❑ Protect Your Family from Lead in Your Home
- ❑ Information about Special Flood Hazard Areas
- ❑ For Your Protection: Get a Home Inspection
- ❑ _____

17. SPECIAL PROVISIONS:

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18. ADDITIONAL NOTICES:

A. Broker's fees and the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by the Association of REALTORS® or any listing service.

B. In accordance with fair housing laws and the National Association of REALTORS® Code of Ethics, Broker's services must be provided without regard to race, color, religion, national origin, sex, disability, familial status, sexual orientation, or gender identity. Local ordinances may provide for additional protected classes (for example, creed, status as a student, marital status, or age).

C. Broker is not a property inspector, surveyor, engineer, environmental assessor, or compliance inspector. Client should seek experts to render such services in any acquisition.

D. If Client purchases property, Client should have an abstract covering the property examined by an attorney of Client's selection, or Client should be furnished with or obtain a title policy.

E. Client may purchase a residential service contract. Client should review such service contract or the scope of coverage, exclusions, and limitations. The purchase of a residential service contract is optional. There are several residential service companies operating in Texas.

F. When viewing a property, Client might be recorded or otherwise monitored without Client's knowledge or consent. Additionally, consult an attorney before recording or photographing a property without Owner's knowledge or consent.

G. To reduce risk of wire fraud, Client should refrain from transmitting personal information, such as bank account numbers or other financial information, via unsecured email or other electronic communication. If Client receives any electronic communication regarding wiring instructions, even if the communication appears to come from a legitimate source, Client should verify its authenticity prior to the transfer of funds in person or via phone call using a recognized phone number not found in the communication. Broker will not send Client any electronic communication with instructions to wire funds or to provide personal information.

CONSULT AN ATTORNEY: Broker cannot give legal advice. This is a legally binding agreement. READ IT CAREFULLY. If you do not understand the effect of this agreement, consult your attorney BEFORE signing.

EXP REALTY, LLC #603392

Broker's Printed Name License No.

Richard David - Sales Agent

☐ Broker's Signature Date

☒ Broker's Associate's Signature, as an authorized agent of Broker

Richard David | Sales Agent

Broker's Associate's Printed Name, if applicable

Client's Printed Name

X

Client's Signature Date

Client's Printed Name

X

Client's Signature Date

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Information About Brokerage Services

11-2-2015

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.

eXp Realty, LLC	603392	TX.broker@exprealty.com	888-519-7431
Licensed Broker/Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Rick Tankersley	581016	TX.broker@exprealty.com	888-519-7431
Designated Broker of Firm	License No.	Email	Phone
Marty Chrisman	501852	martha.chrisman@exprealty.net	(210) 326-5824
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Richard David	0735118	richard@luxmaxrealty.com	(832) 677-5007
Sales Agent/Associate's Name	License No.	Email	Phone

X	X
Buyer/Tenant/Seller/Landlord Initials	Date

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TEXAS REALTORS

WIRE FRAUD WARNING

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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Buyers and Sellers Beware: Criminals are targeting real estate transactions. Don't be a victim of wire fraud.

What is wire fraud and how does it occur? Criminals are targeting real estate transactions by gaining access to electronic communications or sending emails that appear to be from a real estate agent, a title company, a lender, or another trusted source. These fraudulent emails seem legitimate and direct you to wire funds to a fraudulent account. Once you wire funds to the fraudulent account, your money is gone.

How can you protect yourself from wire fraud? You should not send personal information, such as bank account numbers or other financial information, via email or other unsecured electronic communication.

If you receive any electronic communication regarding wiring instructions, even if the communication appears to come from a legitimate source, you should verify the communication's authenticity prior to the transfer of funds in person or via phone call using a recognized phone number that is not found in the communication.

Notice: This brokerage will never use any electronic communications, such as email, text messages, or social media messages, to ask you to wire funds or provide personal information.

If you think you are being targeted in a wire fraud scam, immediately notify law enforcement, your lender, the title company, and your agent.

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This form was provided by:

EXP REALTY, LLC
Broker's Printed Name

By: Richard David
Broker's Associate's Signature Date

By signing below I acknowledge that I received, read, and understand this information and notice.

X
☐ Seller ☐ Buyer Date

X
☐ Seller ☐ Buyer Date

TEXAS APARTMENT ASSOCIATION
M E M B E R

Rental Application for Residents and Occupants

Each co-resident and each occupant over 18 must submit a separate Application.

LUXMAX REALTY GROUP | CITYCENTRE
800 Town and Country Blvd., #500 | Houston, Texas 77024

ABOUT YOU

Full name (exactly as it appears on driver license or govt. ID card)

_____

Former name (if applicable) _____

Gender _____ Birthdate _____ Social Security # _____

Driver license # _____ State _____

Government ID # _____ State *(if applicable)* _____

Home phone _____ Cell phone _____

Work phone _____ Email address _____

Marital status ❒ single ❒ married U.S. citizen? ❒ yes ❒ no Do you or does any occupant smoke? ❒ yes ❒ no

I am applying for the apartment located at _____

Is there another co-applicant? ❒ yes ❒ no

Co-applicant name _____ Email _____

Co-applicant name _____ Email _____

Co-applicant name _____ Email _____

Co-applicant name _____ Email _____

OTHER OCCUPANTS

Full name _____ Relationship _____

Birthdate _____ Social Security # _____

Driver license # _____ State _____

Government ID # _____ State *(if applicable)* _____

Full name _____ Relationship _____

Birthdate _____ Social Security # _____

Driver license # _____ State _____

Government ID # _____ State *(if applicable)* _____

Full name _____ Relationship _____

Birthdate _____ Social Security # _____

Driver license # _____ State _____

Government ID # _____ State *(if applicable)* _____

Full name _____ Relationship _____

Birthdate _____ Social Security # _____

Driver license # _____ State _____

Government ID # _____ State *(if applicable)* _____

WHERE YOU LIVE

Current home address (where you live now) _____

City _____ State _____ Zip _____

Do you ❒ rent or ❒ own? Beginning date of residency: _____ Monthly payment $_____

Apartment name _____

Name of owner or manager _____

Phone _____ Reason for leaving _____

Previous home address (most recent) _____

City _____ State _____ Zip _____

Do you ❒ rent or ❒ own? Dates: From _____ To _____ Monthly payment $_____

Apartment name _____

Name of owner or manager _____

Phone _____ Reason for leaving _____

YOUR WORK

Current employer _____

Address _____

City _____ State _____ Zip _____

Work phone _____ Beginning date of employment _____

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YOUR WORK, continued

Gross monthly income $_____ Position _____

Supervisor _____ Phone _____

Previous employer (most recent) _____

Address _____

City _____ State _____ Zip _____

Work phone _____ Dates: From _____ To _____

Gross monthly income $_____ Position _____

Supervisor _____ Phone _____

ADDITIONAL INCOME

(Income must be verified to be considered.)

Type _____ Source _____ Gross monthly amount $_____

Type _____ Source _____ Gross monthly amount $_____

CREDIT HISTORY

If applicable, please explain any past credit problem: _____

_____

_____

RENTAL AND CRIMINAL HISTORY

Check only if applicable.

Have you or any occupant listed in this Application ever:

❒ been evicted or asked to move out?

❒ moved out of a dwelling before the end of the lease term without the owner's consent?

❒ declared bankruptcy?

❒ been sued for rent?

❒ been sued for property damage?

❒ been convicted or received probation (other than deferred adjudication) for a felony, sex crime, or any crime against persons or property?

Please indicate below the year, location, and type of each felony, sex crime, or any crime against persons or property for which you were convicted or received probation. We may need to discuss more facts before making a decision. You represent the answer is "no" to any item not checked above. _____

_____

HOW DID YOU FIND US?

❒ Online search (website address) 800 Town & Country Blvd, #500, Houston, Texas 77024 | Direct: 832.677.5007

❒ Referral from a person or locator? Name Richard David | LUXMAX Realty Group | richard@luxmaxrealty.com

❒ Social media (please be specific) _____

❒ Other _____

EMERGENCY CONTACT

Name _____ Relationship _____

Address _____

City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____

Work Phone _____ Email Address _____

If you die or are seriously ill, missing, or incarcerated according to an affidavit of (*check one or more*) ☐ the above person, ☐ your spouse, or ☐ your parent or child, we may allow such person(s) to enter your dwelling to remove all contents, as well as your property in the mailbox, storerooms, and common areas. If no box is checked, any of the above are authorized at our option. If you are seriously ill or injured, you authorize us to call EMS or send for an ambulance at your expense. We're not legally obligated to do so.

YOUR VEHICLES *(If applicable)*

List all vehicles owned or operated by you or any occupants (including cars, trucks, motorcycles, trailers, etc.)

Make _____ Model _____ Color _____

Year _____ License # _____ State _____

Make _____ Model _____ Color _____

Year _____ License # _____ State _____

Make _____ Model _____ Color _____

Year _____ License # _____ State _____

Make _____ Model _____ Color _____

Year _____ License # _____ State _____

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YOUR ANIMALS ***(if applicable)***

You may not have any animal in your unit without management's prior authorization in writing. If we allow your requested animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges.

Kind _____ Weight _____

Breed _____ Age _____

Kind _____ Weight _____

Breed _____ Age _____

Application Agreement

The following Application Agreement will be signed by you and all co-applicants prior to signing a Lease. While some of the information below may not yet apply to your situation, there are some provisions that may become applicable prior to signing a Lease. In order to continue with this Application, you'll need to review the Application Agreement carefully and acknowledge that you accept the terms.

1. **Apartment Lease information.** The Lease contemplated by the parties will be the current TAA Lease. Special information and conditions must be explicitly noted on the Lease.
2. **Approval when Lease is signed in advance.** If you and all co-applicants have already signed the Lease when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of our approval, sign the Lease, and then credit the application deposit of all applicants toward the required security deposit.
3. **Approval when Lease isn't yet signed.** If you and all co-applicants have not signed the Lease when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of the approval, sign the Lease when you and all co-applicants have signed, and then credit the application deposit of all applicants toward the required security deposit.
4. **If you fail to sign Lease after approval.** Unless we authorize otherwise in writing, you and all co-applicants must sign the Lease within 3 days after we give you our approval in person or by telephone or within 5 days after we mail you our approval. If you or any co-applicant fails to sign as required **your Application will be deemed withdrawn**, and we may keep the application deposit as liquidated damages, and terminate all further obligations under this Agreement.
5. **If you withdraw before approval.** If you or any co-applicant withdraws an Application or notifies us that you've changed your mind about renting the dwelling unit, we'll be entitled to retain all application deposits as liquidated damages, and the parties will then have no further obligation to each other.
6. **Approval/non-approval.** If we do not approve your Application within 7 days after the date we received a completed Application, your Application will be considered "disapproved." Notification may be in person or by mail or telephone unless you have requested that notification be by mail. You must not assume approval until you receive actual notice of approval. The 7-day time period may be changed only by separate written agreement.
7. **Refund after non-approval.** If you or any co-applicant is disapproved or deemed disapproved under Paragraph 6, we'll refund all application deposits within 30 days of such disapproval. Refund checks may be made payable to all co-applicants and mailed to one applicant.
8. **Extension of deadlines.** If the deadline for approving or refunding under paragraphs 6 or 7 falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next business day.
9. **Keys or access devices.** We'll furnish keys and/or access devices only after: (1) all parties have signed the Lease and other rental documents referred to in the Lease; and (2) all applicable rents and security deposits have been paid in full.
10. **Application submission.** Submission of an Application does not guarantee approval or acceptance. It does not bind us to accept the applicant or to sign a Lease. Images on our website may represent a sample of a unit and may not reflect specific details of any unit. For information not found on our website regarding unit availability, unit characteristics, pricing or other questions, please call or visit our office.
11. **Notice to or from co-applicants.** Any notice we give you or your co-applicant is considered notice to all co-applicants; and any notice from you or your co-applicants is considered notice from all co-applicants.

Disclosures

1. **Application fee (non-refundable).** You agree to pay to our representative the non-refundable application fee in the amount indicated in paragraph 3. Payment of the application fee does not guarantee that your Application will be accepted. The application fee offsets the cost of screening an applicant for acceptance.
2. **Application deposit (may or may not be refundable).** In addition to any application fees, you agree to pay to our representative an application deposit in the amount indicated in paragraph 3. The application deposit is not a security deposit. The application deposit will be credited toward the required security deposit when the Lease has been signed by all parties; OR, it will be refunded under paragraph 7 if the applicant is not approved; OR it will be retained by us as liquidated damages if you fail to sign or withdraw under paragraphs 4 and 5 of the Application Agreement.
3. **Fees due.** Your Application will not be processed until we receive your completed Application (and the completed Application of all co-applicants, if applicable) and the following fees:

   A. Application fee (non-refundable): $_____
   B. Application deposit (may or may not be refundable) $_____

4. **Completed Application.** Your Application will not be considered "complete" and will not be processed until we receive the following documentation and fees:

   A. Your completed Application;
   B. Completed Applications for each co-applicant (if applicable);
   C. Application fees for all applicants;
   D. Application deposit.

Authorization and Acknowledgment

I authorize _____

_____

(name of owner/agent) to obtain reports from any consumer or criminal record reporting agencies before, during, and after residency on matters relating to a lease by the above owner to me and to verify, by all available means, the information in this Application, including criminal background information, income history and other information reported by employer(s) to any state employment security agency. Work history information may be used only for this Application. Authority to obtain work history information expires 365 days from the date of this Application. You agree the information provided may be used for business purposes.

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Payment Authorization

I authorize _____

_____

(name of owner/agent) to collect payment of the application fee and application deposit in the amounts specified under paragraph 3 of the Disclosures.

Non-sufficient funds and dishonored payments. If a check from an applicant is returned to us by a bank or other entity for any reason, if any credit card or debit card payment from applicant to us is rejected, or if we are unable, through no fault of our own or our bank, to successfully process any ACH debit, credit card, or debit card transaction, then:

1. Applicant shall pay a charge of $_____ for each returned payment; and
2. We reserve the right to refer the matter for criminal prosecution.

Acknowledgment

You declare that all your statements in this Application are true and complete. **Applicant's submission of this Application, including payment of any fees and deposits, is being done only after applicant has fully investigated, to its satisfaction, those facts which applicant deems material and necessary to the decision to apply for a rental unit.** You authorize us to verify your information through any means, including consumer-reporting agencies and other rental-housing owners. **You acknowledge that you had an opportunity to review our rental-selection criteria, which include reasons your Application may be denied, such as criminal history, credit history, current income and rental history. You understand that if you do not meet our rental-selection criteria or if you fail to answer any question or give false information, we may reject the Application, retain all application fees as liquidated damages for our time and expense, and terminate your right of occupancy.** Giving false information is a serious criminal offense. In lawsuits relating to the Application or Lease, the prevailing party may recover from the non-prevailing party all attorney's fees and litigation costs. We may at any time furnish information to consumer-reporting agencies and other rental-housing owners regarding your performance of your legal obligations, including both favorable and unfavorable information about your compliance with the Lease, the rules, and financial obligations. Fax or electronic signatures are legally binding. You acknowledge that our privacy policy is available to you.

Right to review the Lease. Before you submit an Application or pay any fees or deposits, you have the right to review the Application and Lease, as well as any community rules or policies we have. You may also consult an attorney. These documents are binding legal documents when signed. We will not take a particular dwelling off the market until we receive a completed Application and any other required information or monies to rent that dwelling. Additional provisions or changes may be made in the Lease if agreed to in writing by all parties. You are entitled to a copy of the Lease after it is fully signed.

Images on our website may represent a sample of a unit and may not reflect specific details of any unit. For information not found on our website regarding availability, unit characteristics or other questions, please call or visit our office.

This Application and the Lease are binding documents when signed. Before submitting an Application or signing a Lease, you may take a copy of these documents to review and/or consult an attorney. Additional provisions or changes may be made in the Lease if agreed to in writing by all parties.

Applicant's signature X _____ Date X _____

COMPLETE THIS APPLICATION IN ITS ENTIRETY. CALL US IF YOU HAVE ANY QUESTIONS AT 832.677.5007.
EMAIL: INFO@LUXMAXREALTY.COM | WWW.LUXMAXREALTY.COM

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1. Apt. name or dwelling address (*street, city*): _____ Unit # or type: _____
2. Person accepting application: _____ Phone: _____
3. Person processing application: _____ Phone: _____
4. Date that the applicant or co-applicant was notified ☐ by telephone, ☐ by letter, ☐ by email, or ☐ in person of ☐ acceptance or ☐nonacceptance: _____
   (*Deadline for applicant and all co-applicants to sign lease is three days after notification of acceptance in person or by telephone, five days if by mail.*)
5. Name of person or persons notified (*if there are more than one applicant, at least one of them must be notified*): _____
6. Name of owner's representative who notified the applicant: _____

Additional comments: _____

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Received on _____ (date) at _____ (time)

TEXAS REALTORS

RESIDENTIAL LEASE APPLICATION

(Condominiums/Houses/Townhomes Only)

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 **RICHARD DAVID** (*name*) **832-677-5007** (*phone*) **richard@luxmaxrealty.com** (*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: _____

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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?
						❑ Y ❑ N	❑ Y ❑ N	❑ Y ❑ N	❑ Y ❑ N
						❑ Y ❑ N	❑ Y ❑ N	❑ Y ❑ N	❑ Y ❑ N
						❑ Y ❑ N	❑ Y ❑ N	❑ Y ❑ N	❑ Y ❑ N
						❑ Y ❑ N	❑ Y ❑ N	❑ Y ❑ N	❑ Y ❑ N

Yes	No	
❑	❑	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? If yes, provide the location, year, and type of conviction below.

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❑ ❑ 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:*_____

_____

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TEXAS 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®, INC. 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:

_____ *(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.

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X _____
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.