



**HERMAN BOSWELL  
PROPERTY MANAGEMENT**

1718 S. COOPER STREET  
ARLINGTON, TEXAS 76013

(817) 274-1800

**Resident Qualifying Criteria**

We are delighted that you are interested in leasing one of our properties. In order to help you in making your decision, we have listed below the criteria for qualifying as a resident with us.

1. A separate rental application must be fully completed, dated, and signed by each applicant and all co-applicants.
2. The rental application will be reviewed when submitted to ensure we have all the correct information we need to determine your eligibility.
3. Each applicant must provide government photo identification and allow it to be photocopied.
4. Applicants must be at least 18 years of age. All prospective occupants 18 years or older must completely fill out an application and be listed as residents on the lease. They must pay an application fee.
5. If pet or pets are permitted by the owner, a pet deposit is required. We do not lease to any aggressive breed of dogs which includes pit bull dogs, rottweilers, Doberman or any other dogs which are of questionable breed.
6. Employment and monthly income must be verifiable. Rent can only be 28% of total monthly income. (Otherwise, a guarantor is necessary.)
7. Applicant(s) may be denied occupancy for the following reasons:
  - Falsification of application by any applicant
  - Incomplete application by any applicant
  - Insufficient income (total of all applicants)
  - Criminal conviction history of violent or sexual crime committed by an applicant or by other occupants (including children) who plan to live in unit
  - Poor credit history of any applicant (credit reports are obtained; previous bankruptcy requires an additional security deposit equal to one month's rent)
  - Poor rental profile of any applicant (rental history reports are obtained). Rental history of:
    - Non-payment or frequent late payment of rent
    - Eviction
    - Drug use
    - Poor housekeeping
    - Poor supervision of applicant's children
    - Unruly or destructive behavior by applicant, applicant's children or applicant's guests
    - Violence to persons or property by applicant, applicant's children or applicant's guests

We do not discriminate on the basis of race, color, creed, religion, sex, national origin, disability, or familial status.

**I HAVE READ AND UNDERSTAND THE ABOVE RENTAL CRITERIA.**

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner's Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

**HERMAN BOSWELL  
PROPERTY MANAGEMENT  
RENTAL APPLICATION**

Each co-applicant and each occupant over 18 must submit an application.  
Please print and provide all requested information.

Property Address \_\_\_\_\_ Date \_\_\_\_\_

**APPLICANT**

**CO-APPLICANT**

Name _____ Phone #(hm) _____ (wk) _____ Social Security # _____ - - - - - D/O/B _____ Drivers License # _____ State _____	Name _____ Phone #(hm) _____ (wk) _____ Social Security # _____ - - - - - D/O/B _____ Drivers License # _____ State _____
<p><b>List residences for the last 5 years. Start with current address.</b></p> Address _____ City/State/Zip _____ Move-in Date _____ Move-out Date _____ Landlord _____ Phone # _____ Rent \$ _____ Reason for moving _____	<p><b>List residences for the last 5 years. Start with current address.</b></p> Address _____ City/State/Zip _____ Move-in Date _____ Move-out Date _____ Landlord _____ Phone # _____ Rent \$ _____ Reason for moving _____
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**Employment, list a minimum of 2 years**

Current employer \_\_\_\_\_  
Address \_\_\_\_\_  
Supervisor \_\_\_\_\_  
Phone # \_\_\_\_\_ Monthly income \_\_\_\_\_  
Position \_\_\_\_\_  
Employment Date \_\_\_\_\_  
Previous Employer \_\_\_\_\_  
Address \_\_\_\_\_  
Supervisor \_\_\_\_\_  
Phone # \_\_\_\_\_ Monthly income \_\_\_\_\_  
Position \_\_\_\_\_  
Employed From \_\_\_\_\_ To \_\_\_\_\_

**Name of all persons not signing the lease who will occupy the dwelling.**

Name \_\_\_\_\_  
Relationship \_\_\_\_\_ Age \_\_\_\_\_

Name \_\_\_\_\_  
Relationship \_\_\_\_\_ Age \_\_\_\_\_

Name \_\_\_\_\_  
Relationship \_\_\_\_\_ Age \_\_\_\_\_

**List all pets you will keep on property.**

Type \_\_\_\_\_ Breed \_\_\_\_\_  
Weight \_\_\_\_\_ Age \_\_\_\_\_ Gender \_\_\_\_\_

Type \_\_\_\_\_ Breed \_\_\_\_\_  
Weight \_\_\_\_\_ Age \_\_\_\_\_ Gender \_\_\_\_\_

**Other pets (fish, birds, reptiles, etc.). Explain how kept:**

\_\_\_\_\_

**Additional Information**

Will any occupant smoke in dwelling? Yes \_\_\_ No \_\_\_

Will any waterbeds be in the dwelling? Yes \_\_\_ No \_\_\_

Other income you want considered. Explain \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Employment, list a minimum of 2 years.**

Current Employer \_\_\_\_\_  
Address \_\_\_\_\_  
Supervisor \_\_\_\_\_  
Phone # \_\_\_\_\_ Monthly Income \_\_\_\_\_  
Position \_\_\_\_\_  
Employment Date \_\_\_\_\_  
Previous Employer \_\_\_\_\_  
Address \_\_\_\_\_  
Supervisor \_\_\_\_\_  
Phone # \_\_\_\_\_ Monthly Income \_\_\_\_\_  
Position \_\_\_\_\_  
Employed From \_\_\_\_\_ To \_\_\_\_\_

**List all vehicles to be parked on the property (cars, trucks, trailers, recreational vehicles, bikes, boats, etc.)**

Type \_\_\_\_\_ Make \_\_\_\_\_ Year \_\_\_\_\_  
Color \_\_\_\_\_ License # \_\_\_\_\_ State \_\_\_\_\_

Type \_\_\_\_\_ Make \_\_\_\_\_ Year \_\_\_\_\_  
Color \_\_\_\_\_ License # \_\_\_\_\_ State \_\_\_\_\_

Type \_\_\_\_\_ Make \_\_\_\_\_ Year \_\_\_\_\_  
Color \_\_\_\_\_ License # \_\_\_\_\_ State \_\_\_\_\_

**Emergency contact person over 18 not living on property**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Phone # (wk) \_\_\_\_\_ (hm) \_\_\_\_\_  
Relationship \_\_\_\_\_

**Rental/Criminal History.**

**Please answer Yes (Y) or No (N) to each question.**

Has applicant, spouse, co-applicant, or any occupant listed on this application ever: been evicted or asked to move out? \_\_\_; broken a rental agreement? \_\_\_; filed bankruptcy? \_\_\_; been sued for rent? \_\_\_; been sued for property damage \_\_\_; Lost property due to foreclosure? \_\_\_; been arrested for a felony or sex-related crime that was resolved by conviction, probation, deferred adjudication, court-ordered community supervision, or pretrial diversion? \_\_\_; been arrested for a felony or sex-related crime that has not been resolved by any method? \_\_\_; If the answer to any of the preceding question is YES, explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPLICATION AGREEMENT**

I (we) certify that the foregoing information is true and accurate to the best of my (our) knowledge and hereby authorize verifications of such information via credit reports, rental history verification, employment verification, and other means.

- 1. **APPLICATION FEE (NOT REFUNDABLE).** Applicant has delivered to owner's representative an "application fee" in the amount indicated below which partially defrays the cost of administrative paperwork. **IT IS NOT REFUNDABLE.**
- 2. **APPLICATION DEPOSIT (MAY OR MAY NOT BE REFUNDABLE).** In addition to the application fee, applicant has delivered or will deliver an "application deposit" to owner's representative in the amount indicated below. The application deposit is not a security deposit at this time. The application deposit will either be:
  - a. Credited to the required security deposit under paragraph 3 below.
  - b. Refunded under paragraph 4 below.
  - c. Retained by owner as liquidated damages under paragraph 5 below.
- 3. **APPROVAL.** Owner's representative will notify the applicant of such approval, sign the lease after applicant and all co-applicants have signed, then credit the application deposit of all applicants toward the required security deposit.
- 4. **REFUND UPON NONAPPROVAL.** If applicant or any co-applicant is disapproved, the application deposit of all applicants will promptly be refunded.
- 5. **WITHDRAWAL BY APPLICANT.** Owner has agreed to take the dwelling unit off the market while the owner considers approval of the applicant and co-applicants. Owner agrees to approve or disapprove applicants within three (3) business days after all necessary information is provided by the applicants. Upon approval of the rental application, neither the application nor the application deposit may be withdrawn by the applicant or any co-applicant. If the applicant or any co-applicant withdraws an application or notifies owner's representative that they changed their mind about renting the dwelling, the application deposit will be retained by the owner as liquidated damages and the parties will have no further obligation to each other.
- 6. **KEYS.** Keys and/or access devices will be furnished on the lease commencement date only (1) the lease and all other rental documents have been signed by the owner's representative, applicant, and all co-applicants, and (2) all applicable rentals and security deposits have been paid in full.
- 7. **You are hereby notified that HERMAN BOSWELL PROPERTY MANAGEMENT represents the owner in all rental transactions**
- 8. **ALL MONIES FOR DEPOSITS AND FIRST MONTH'S RENT MUST BE PAID BY CAHSIER CHECK, OR MONEY ORDER PAYABLE TO HERMAN BOSWELL PROPERTY MANAGEMENT.**

**APPLICANT'S RENTAL OFFER**

Address of dwelling \_\_\_\_\_ Lease start date \_\_\_\_\_ Length of lease \_\_\_\_\_  
 Monthly rental amount \$ \_\_\_\_\_ Security deposit \$ \_\_\_\_\_ Pet deposit \$ \_\_\_\_\_  
 Other requirements \_\_\_\_\_

Required application fee (NOT REFUNDABLE) \$35.00 Individual \$50 Married Couple

Payment Method \_\_\_\_\_ Cash \_\_\_\_\_ Check \_\_\_\_\_ Money Order \_\_\_\_\_ Credit

Type \_\_\_ Visa \_\_\_ Master Card \_\_\_ Discover Number \_\_\_\_\_ Exp. \_\_\_\_ / \_\_\_\_

**PLEASE READ APPLICATION AGREEMENT BEFORE SIGNING**

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

Co-Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature of Owner's Representative \_\_\_\_\_ Date \_\_\_\_\_

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 agency 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.

YOU ARE HEREBY NOTIFIED THAT HERMAN BOSWELL PROPERTY MANAGEMENT REPRESENTS THE OWNER IN ALL RENTAL TRANSACTIONS.

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 512-465-3800.

