

# ORION REAL ESTATE SERVICES

## CRITERIA FOR RENTAL – Retreat at Riverstone

**Equal Housing** – This community does not discriminate against any person because of race, color, religion, sex, handicap, familial status or national origin and will comply with state and federal fair housing and antidiscrimination laws.

**Occupancy Standard** – A maximum of two persons per bedroom are allowed. Persons under eighteen (18) months of age are not considered in this calculation.

**Age** – Lease holder(s) must be 18 years or older, unless head of household. All occupants 18 years or older are required to complete an application, even if living with parent or guardian.

**Income** – Gross monthly income of all lease holder(s) must equal 3 times the monthly rental amount. All income must be verifiable. Income does not include allowance from parents, scholarships or study subsidies.

**Employment** - Applicant must 1) be employed with current employer for at least six months; 2) have current job and at least six months employment with previous employer; or 3) receiving retirement benefits, government benefits, or any other verifiable and consistent income.

**Self Employment** - Must provide the previous year's personal income tax return and the previous two months personal bank statements as evidence of sufficient income. Persons whose jobs are commission only or base salary plus commission, tips, or bonuses are considered self-employed.

**Rental History** - Rental history at the current and previous residence must include satisfactory rental payment history, no eviction history, sufficient move-out notice and all lease terms fulfilled. Any debt owed to an apartment community must be paid in full.

**Credit** –Unsatisfactory credit references or no credit history may result in the requirement of an additional deposit or denial.

**Criminal Background** – No applicant, resident or occupant may have been indicted, arraigned, or convicted of a felony charge. This includes persons who have received deferred adjudication and/or have not yet satisfied the probationary period of a deferred adjudication. Backgrounds on all adult occupants will be checked.

**Renter's Insurance** – This community requires each and every resident to secure at least a \$100,000 renter's liability insurance policy. Each resident will be required to submit proof of such coverage at the time of move in and upon renewal of their policy.

**Animals** – A maximum of 2 pet(s) per apartment is permitted. Dogs whose breed or dominant breed weight exceeds 99 pounds at maturity are not accepted. The following breeds or partial breeds are not permitted: rottweilers, pit bulls, akitas, dobermans, chows, German shepherds, and Australian shepherds. Exotic animals and reptiles are not accepted. Additional restrictions may apply. Support animals are not considered pets and are allowed to reasonably accommodate a handicapped leaseholder or occupant. All animals must be photographed by management before approval.

**Application Fee** – A \$55 non-refundable application fee is required per person over the age of 18 years.

**Administrative Fee** – A \$155 non-refundable administrative fee will be deducted from deposit upon move in.

**Co-signer or guarantor** - A cosigner/guarantor may be required in the case of ONE of the following:

- No rental history or home ownership in the past five years, or
- No Employment (Students Only)

Co-signer/guarantor must be a relative of the applicant and meet all requirements as a lease holder.

**Privacy Policy for Personal Information of Rental Applicant and Residents** - We are dedicated to protecting the privacy of your personal information, including your Social Security Number and other identifying or sensitive personal information. Our policy and procedures are designed to help ensure that your information is kept secure, and we work to follow all federal and state laws regarding the protection of your personal information. While no one can guarantee against identity theft or the misuse of personal information, protecting the information you provide us is a high priority to our company and staff. If you have concerns about this issue, please feel free to share them with us.

**How Personal Information is collected:** You will be asked to furnish some personal information when you apply to rent from us. This information will be on the rental application form or other document that you provide to us or to an apartment locator service, either on paper or electronically.

**How and When Information is used:** We use this information for our business purposes only as it relates to leasing a dwelling to you. Examples of these uses include but are not limited to, verifying statements made on your rental application (such as your rental, credit and employment history), reviewing your lease for renewal and enforcing your lease obligations (such as to obtain payment for money you may owe us in the future).

**How the Information is Protected and Who has Access:** We allow only authorized persons to have access to your personal information, and we keep documents and electronic records containing this information in secure areas and systems.

**How the Information is Disposed of:** After we no longer need or are required to keep your personal information, we will store or destroy it in a manner designed to prevent unauthorized persons from accessing it. Our disposal methods will include shredding, destruction or obliteration of paper documents and destruction of electronic files.

**Locator Services:** If you found us through a locator service, please be aware that locator services are independent contractors and are not our employees or agents – even though they may initially process rental applications and fill out lease forms. You should require any locator services you use to furnish you their own privacy policies.

**I understand and accept these qualifying standards and have truthfully answered all questions. I understand that falsification of Rental Application information will lead to denial of rental. Rental Criteria does not constitute a guarantee or representation that resident or occupants currently residing in the community have not been convicted or are not subject to deferred adjudication for felony. Management's ability to verify this information is limited to the information made available by the agencies and services used. It does not insure that all individuals reside in on or visiting the community conforms to these guidelines.**

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date



10172014000001TX14091500

Date when filled out: October 17, 2014

**ABOUT YOU** Full name (exactly as on driver's license or govt. ID card) \_\_\_\_\_

Your street address (as shown on your driver's license or government ID card): \_\_\_\_\_

Driver's license # and state: \_\_\_\_\_  
OR govt. photo ID card #: \_\_\_\_\_

Former last names (maiden and married): \_\_\_\_\_

Your Social Security #: \_\_\_\_\_

Birthdate: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_  
Sex: \_\_\_\_\_ Eye color: \_\_\_\_\_ Hair color: \_\_\_\_\_

Marital Status:  single  married  divorced  widowed  separated  
Are you a U.S. citizen?  Yes  No Do you or any occupant smoke?  yes  no  
Will you or any occupant have an animal?  yes  no  
Kind, weight, breed, age: \_\_\_\_\_

Current home address (where you now live): \_\_\_\_\_ Apt. #: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Home/cell phone: (\_\_\_\_) \_\_\_\_\_ Current rent: \$ \_\_\_\_\_  
Email address: \_\_\_\_\_  
Name of apartment where you now live: \_\_\_\_\_  
Current owner or manager's name: \_\_\_\_\_  
Their phone: \_\_\_\_\_ Date moved in: \_\_\_\_\_  
Why are you leaving your current residence? \_\_\_\_\_

Previous home address (most recent): \_\_\_\_\_ Apt. #: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Apartment name: \_\_\_\_\_  
Name of above owner or manager: \_\_\_\_\_  
Their phone: \_\_\_\_\_ Previous monthly rent: \$ \_\_\_\_\_  
Date you moved in: \_\_\_\_\_ Date you moved out: \_\_\_\_\_

**YOUR WORK** Present employer: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Work phone: (\_\_\_\_) \_\_\_\_\_  
Position: \_\_\_\_\_  
Your gross monthly income is over: \$ \_\_\_\_\_  
Date you began this job: \_\_\_\_\_  
Supervisor's name and phone: \_\_\_\_\_

Previous employer (most recent): \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Work phone: (\_\_\_\_) \_\_\_\_\_  
Position: \_\_\_\_\_  
Gross monthly income was over: \$ \_\_\_\_\_  
Dates you began and ended this job: \_\_\_\_\_  
Previous supervisor's name and phone: \_\_\_\_\_

**YOUR CREDIT HISTORY** Your bank's name, city, state: \_\_\_\_\_

List major credit cards: \_\_\_\_\_

Other non-work income you want considered. Please explain: \_\_\_\_\_

Past credit problems you want to explain. (Use separate page.) \_\_\_\_\_

**YOUR RENTAL/CRIMINAL HISTORY** You must check if applicable. Have you, your spouse, 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 charged, detained, or arrested for a felony or sex crime that was resolved by conviction, probation, deferred adjudication, court-ordered community supervision, or pretrial diversion?  been charged, detained, or arrested for a felony or sex-related crime that has not been resolved by any method? Please indicate below the year, location and type of each felony and sex crime other than those resolved by dismissal or acquittal. We may need to discuss more facts before making a decision. You represent the answer is "no" to any item not checked above.

**YOUR SPOUSE** Full name: \_\_\_\_\_  
Former last names (maiden and married): \_\_\_\_\_  
Spouse's Social Security #: \_\_\_\_\_  
Driver's license # and state: \_\_\_\_\_  
OR govt. photo ID card #: \_\_\_\_\_  
Birthdate: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_  
Sex: \_\_\_\_\_ Eye color: \_\_\_\_\_ Hair color: \_\_\_\_\_  
Are you a U.S. citizen?  Yes  No  
Present employer: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Work phone: (\_\_\_\_) \_\_\_\_\_ Cell phone: (\_\_\_\_) \_\_\_\_\_  
Position: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Date began job: \_\_\_\_\_ Gross monthly income is over: \$ \_\_\_\_\_  
Supervisor's name and phone: \_\_\_\_\_

**OTHER OCCUPANTS** Names of all persons under 18 and other adults who will occupy the unit without signing the lease. Continue on separate page if more than three.

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Sex: \_\_\_\_\_ DL or govt. ID card # and state: \_\_\_\_\_  
Birthdate: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Sex: \_\_\_\_\_ DL or govt. ID card # and state: \_\_\_\_\_  
Birthdate: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Sex: \_\_\_\_\_ DL or govt. ID card # and state: \_\_\_\_\_  
Birthdate: \_\_\_\_\_ Social Security #: \_\_\_\_\_

**YOUR VEHICLES** List all vehicles owned or operated by you, your spouse, or any occupants (including cars, trucks, motorcycles, trailers, etc.). Continue on separate page if more than three.

Make, model and color: \_\_\_\_\_  
Year: \_\_\_\_\_ License #: \_\_\_\_\_ State: \_\_\_\_\_

Make, model and color: \_\_\_\_\_  
Year: \_\_\_\_\_ License #: \_\_\_\_\_ State: \_\_\_\_\_

Make, model and color: \_\_\_\_\_  
Year: \_\_\_\_\_ License #: \_\_\_\_\_ State: \_\_\_\_\_

**WHY YOU RENTED HERE** Were you referred?  Yes  No. If yes, by whom:

Name of locator or rental agency: \_\_\_\_\_  
Name of individual locator or agent: \_\_\_\_\_  
Name of friend or other person: \_\_\_\_\_  
Did you find us on your own?  Yes  No If yes, fill in information below:  
 Internet site: \_\_\_\_\_  
 Rental publication: \_\_\_\_\_  Stopped by  
 Newspaper (name): \_\_\_\_\_  Other: \_\_\_\_\_

**EMERGENCY** Emergency contact person over 18, who will not be living with you:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Work phone: (\_\_\_\_) \_\_\_\_\_ Home phone: (\_\_\_\_) \_\_\_\_\_  
Cell phone: (\_\_\_\_) \_\_\_\_\_ Relationship: \_\_\_\_\_  
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.

**AUTHORIZATION** I or we authorize (owner's name) \_\_\_\_\_  
**The Retreat at Riverstone**

to: (1) share the above information with owner's electric provider, and (2) verify, by all available means, the above, including reports from consumer reporting agencies before, during and after tenancy on matters relating to my lease, and income history and other information reported by employer(s) to any state employment security agency (e.g., Texas Workforce Commission). Work history information may be used only for this Rental Application. Authority to obtain work history information expires 365 days from the date of this Application.

Applicant's signature \_\_\_\_\_  
Spouse's signature \_\_\_\_\_

**Contemplated Lease Contract Information**

To be filled in only if the Lease Contract is not signed by resident(s) at time of application for rental.

The TAA Lease Contract to be used must be the latest version of (check one):  the Apartment Lease,  the Residential Lease, or  the Condominium/Townhome Lease, unless an earlier version is initialed by resident(s) and attached to this Application. The blanks in the contract will contain the following information:

- Names of all residents who will sign Lease Contract \_\_\_\_\_
- Name of Owner/Lessor The Retreat at Riverstone
- Property name and type of dwelling (bedrooms and baths) \_\_\_\_\_
- Complete street address 18545 University Blvd.  
City/State/Zip Sugar Land, TX 77479
- Names of all other occupants not signing Lease Contract (persons under age 18, relatives, friends, etc.) \_\_\_\_\_
- Total number of residents and occupants \_\_\_\_\_
- Our consent necessary for guests staying longer than 3 days;
- Beginning date and ending date of Lease Contract \_\_\_\_\_
- Number of days notice for termination 60;
- Total security deposit \$ \_\_\_\_\_; Animal deposit \$ \_\_\_\_\_
- # of keys / access devices for \_\_\_\_\_ unit, \_\_\_\_\_ mailbox, \_\_\_\_\_ other Gate;
- Total monthly rent for dwelling unit \$ \_\_\_\_\_
- Rent to be paid:  at the onsite manager's office;  through our online payment site;  at \_\_\_\_\_
- Prorated rent for:  first month or  second month \$ \_\_\_\_\_
- Late charges due if rent not paid on or before 3rd ;
- Initial late charge \$ 50.00 ; Daily late charge \$ 10.00 ;
- Returned-check charge \$ 50.00 ;
- Animal violation charges: Initial \$ 100.00 ; Daily \$ 10.00 ;
- Check if the dwelling is to be furnished;
- Utilities paid by owner (check all that apply):  electricity,  gas,  water,  wastewater,  trash/recycling,  cable/satellite,  master antenna,  Internet,  stormwater/drainage,  other \_\_\_\_\_
- Utility connection charge \$ \_\_\_\_\_
- You are (check one):  required to buy insurance or  not required to buy insurance;
- Agreed reletting charge \$ \_\_\_\_\_
- Security deposit refund check will be by: (check one)  
 one check jointly payable to all residents (default), OR  
 one check payable and mailed to \_\_\_\_\_
- Your move-out notice will terminate Lease Contract on (check one):  
 last day of month, or  exact day designated in move-out notice;
- If dwelling unit is house or duplex, owner will be responsible under paragraph 26 of the Lease Contract for  lawn/plant maintenance,  lawn/plant watering,  picking up trash from grounds,  lawn/plant fertilization,  trash receptacles. If not checked, applicant will be responsible. The applicant will be responsible for the first \$ \_\_\_\_\_ of each repair.
- Special provisions regarding parking, storage, etc. (see attached page, if necessary): \_\_\_\_\_

**Application Agreement**

1. **Lease Contract Information.** The Lease Contract contemplated by the parties is attached—or, if no Lease Contract is attached, the Lease Contract will be the current TAA Lease Contract noted above. Special information and conditions must be explicitly noted on an attached Lease Contract or in the Contemplated Lease Information above.
2. **Application Fee (may or may not be refundable).** You have delivered to our representative an application fee in the amount indicated in paragraph 14 below, and this payment partially defrays the cost of administrative paperwork.
3. **Application Deposit (may or may not be refundable).** In addition to any application fee, you have delivered to our representative an application deposit in the amount indicated in paragraph 14. *The application deposit is not a security deposit.* However, it will be credited toward the required security deposit when the Lease Contract has been signed by all parties; OR it will be refunded under paragraph 10 if you are not approved; OR it will be retained by us as liquidated damages if you fail to sign or attempt to withdraw under paragraph 6 or 7, or fail to answer any question or give false information.
4. **Approval When Lease Contract Is Signed in Advance.** If you and all co-applicants have already signed the Lease Contract 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 Contract, and then credit the application deposit of all applicants toward the required security deposit.
5. **Approval When Lease Contract Isn't Yet Signed.** If you and all co-applicants have not signed the Lease Contract 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 Contract when you and all co-applicants have signed, and then credit the application deposit of all applicants toward the required security deposit.
6. **If You Fail to Sign Lease After Approval.** Unless we authorize otherwise in writing, you and all co-applicants must sign the Lease Contract within 3 days after we give you our approval in person, by telephone or by email, or within 5 days after we mail you our approval. *If you or any co-applicant fails to sign as required, we may keep the application deposit as liquidated damages, and terminate all further obligations under this Agreement.*
7. **If You Withdraw Before Approval.** You and any co-applicants may not withdraw your Application or the application deposit. *If, before signing the Lease Contract, 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.*
8. **Completed Application.** An Application will not be considered "completed" and will not be processed until all of the following have been provided to us (unless checked):  a separate Application has been fully filled out and signed by you and each co-applicant;  an application fee has been paid to us;  an application deposit has been paid to us. *If no item is checked, all are necessary for the Application to be considered completed.*
9. **Nonapproval in Seven Days.** We will notify you whether you've been approved within seven days after the date we receive a completed Application. Your Application will be considered "disapproved" if we fail to notify you of your approval within seven days after we have received a completed Application. 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.
10. **Refund after Nonapproval.** If you or any co-applicant is disapproved or deemed disapproved under paragraph 9, we'll refund all application deposits within 30 days (not to exceed 30 days; 30 days if left blank) of such disapproval. Refund checks may be made payable to all co-applicants and mailed to one applicant.
11. **Extension of Deadlines.** If the deadline for signing, approving, or refunding under paragraphs 6, 9, or 10 falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next business day.
12. **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-applicant is considered notice from all co-applicants.
13. **Keys or Access Devices.** We'll furnish keys and/or access devices only after: (1) all parties have signed the contemplated Lease Contract and other rental documents; and (2) all applicable rents and security deposits have been paid in full.
14. **Receipt.** Application fee (may or may not be refundable): \$ \_\_\_\_\_  
Application deposit (may or may not be refundable): \$ \_\_\_\_\_  
Administrative fee (refundable only if not approved): \$ \_\_\_\_\_  
Total of above fees and application deposit: \$ \_\_\_\_\_  
Total amount of money we've received to this date: \$ \_\_\_\_\_
15. **Signature.** *Our representative's signature indicates our acceptance only of the above application agreement. It does not bind us to accept applicant or to sign the proposed Lease Contract.*

If you are seriously ill or injured, what doctor may we notify? (We are not responsible for providing medical information to doctors or emergency personnel.)  
Name: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_  
Important medical information in emergency: \_\_\_\_\_

**Acknowledgment.** You declare that all your statements on the first page of this Application are true and complete. You authorize us to verify same 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, administrative fees, and deposits 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 Contract, 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 Contract, 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 Rental Application and Lease Contract, 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 Contract if agreed to in writing by all parties. You are entitled to an original of the Lease Contract after it is fully signed.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Spouse: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Owner's Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR OFFICE USE ONLY**

1. Apt. name or dwelling address (street, city): The Retreat at Riverstone
2. Person accepting application: \_\_\_\_\_
3. Person processing application: \_\_\_\_\_
4. Date that applicant or co-applicant was notified by  telephone,  letter, or  in person of  acceptance or  nonacceptance: \_\_\_\_\_  
(Deadline for applicant and all co-applicants to sign lease is three days after notification in person or by telephone, five days if by mail.)
5. Name of person(s) who were notified (at least one applicant must be notified if multiple applicants): \_\_\_\_\_
6. Name of owner's representative who notified above person(s): \_\_\_\_\_

Unit # or type: \_\_\_\_\_  
Phone: ( 281 ) 207-9900  
Phone: ( 281 ) 207-9900