



TEXAS ASSOCIATION OF REALTORS® AGREEMENT FOR APPLICATION DEPOSIT AND HOLD ON PROPERTY

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1. **PROPERTY:** "Property" means: _____ (address)
 _____ (city, state, zip)
2. **APPLICATION AND DEPOSIT:** In addition to the non-refundable application fee described in a residential lease application that the undersigned Applicant(s) has submitted to the undersigned Landlord, Applicant has delivered to Landlord an Application Deposit in the amount of \$ _____ .
3. **HOLD:** Landlord will remove the Property from the market and will not lease the Property to another person: (Check only one box.)
 - (1) if and when Landlord approves Applicant as a tenant. Landlord is not obligated to remove the Property from the market until Landlord notifies Applicant of approval.
 - (2) at the time this agreement becomes binding on the Landlord and Applicant.
4. **OBLIGATIONS UPON APPROVAL OR NON-APPROVAL:**
 - A. If Landlord approves Applicant as a tenant for the Property, Landlord will notify Applicant of the approval not later than the 7th day after the date this agreement becomes binding.
 - B. Not later than the 2nd day after Landlord notifies Applicant of the approval, Applicant must sign a written lease for the Property with terms described in this agreement and the Application Deposit will be credited to the security deposit in the lease.
 - C. If Landlord does not approve Applicant or does not notify Applicant of approval within the time required, Landlord will refund the Application Deposit to Applicant and this agreement will terminate.
 - D. If Landlord notifies Applicant of approval and Applicant fails to sign the lease within the time required, Landlord will retain the Application Deposit and may lease the Property to another person.
 - E. If Applicant withdraws Applicant's application or breaches this agreement, Landlord will retain the Application Deposit and may lease the Property to another person.
5. **LEASE TERMS:** If Landlord approves Applicant, Landlord and Applicant will enter into a written lease with the following terms on forms published by the Texas Association of REALTORS®.

Para. No.

- 2 Non-real-property items: _____
- 3A Commencement Date: _____ Expiration Date: _____
- 4 With the following boxes checked: 4A: (1) (2) _____ days; and 4B: (1) (2).
- 5A Monthly Rent: \$ _____ 1st full month rent due _____
- 5B Prorated Rent: \$ _____ due _____
- 5D(4) Landlord requires does not require monthly rent payments by one check or draft.
- 6A When late charges are incurred: on the _____ after the rental due date.
 Initial Late Charge: (a) \$ _____ (b) _____ % of one month's rent.
 Additional Late Charges: \$ _____ per day thereafter.
- 7 Returned Check Charge: \$ _____ .
- 9B(2) Pet Charges: \$ _____ (initial amount) and \$ _____ per day thereafter.
- 10A Security Deposit: \$ _____
- 11A Utilities paid by Landlord: _____
- 12A Other occupants will be only those persons listed in the application.
- 12E Number of days guests permitted on Property: 7
- 13 Number of Vehicles: _____
- 14C Amount of Trip Charge: \$ _____
- 14D(1) Keybox authorized during 180 last days of lease

(TAR-2009) 10-16-07 Initialed for Identification by Applicants: _____, _____, _____, _____, and Landlord: _____, _____ Page 1 of 2

Agreement for Application Deposit concerning _____

14D(2)-(3) Early Keybox Withdrawal Fee \$ _____ Trip Charge: \$ _____

15A Property is accepted in its AS-IS condition provided Landlord: _____

15B Inventory and Condition Form to be delivered within 4 days

17B(3) Yard to be maintained by: Landlord; Tenant; a contractor chosen and paid by Tenant; or _____ (contractor) paid by Tenant

18C Applicant to pay first \$ _____ of repairs, except as otherwise provided by the lease.

18C(3) Appliances or items that will not be repaired: _____

26 Special Provisions: _____

28B(4) Assignment 28B(4)(a): (i) \$ _____ ; or (ii) _____ % of one month's rent.

& Subletting Fees: 28B(4)(b): (i) \$ _____ ; or (ii) _____ % of one month's rent.

Addenda

- & Exhibits: Addendum Regarding Lead-Based Paint (TAR No. 2008)
- Landlord's Rules and Regulations (as published by Landlord)
- Owners' Association Rules (as published by owner's association)
- Pet Agreement (TAR No. 2004) with only the pets described in the rental application with the following boxes checked in Paragraph B and corresponding amounts inserted:
- (1) \$ _____ ; (2) \$ _____ ; (3) \$ _____
- Pool/Spa Maintenance Addendum (TAR No. 2011) with the following box to apply:
- B(1)
- B(2)
- B(3) with: a contractor who regularly provides pool maintenance service; or _____ (contractor)
- B(4) _____
- Residential Lease Guaranty (TAR No. 2007) executed by _____
- Other Addenda or Exhibits: _____

6. **FALSE INFORMATION:** If Applicant provides any false information in an application or in this agreement, Landlord may reject the application, retain the application fee and the Application Deposit as liquidated damages for Landlord's time and expense, and terminate any right of occupancy. In any legal proceeding between the parties, the prevailing party may recover attorney's fees from the non-prevailing party.

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

Landlord Date

Tenant Date

Landlord Date

Tenant Date

Or signed for Landlord under written property management agreement or power of attorney:

Tenant Date

By: _____
Date

Tenant Date

Printed Name: _____

Firm Name: _____