

## Policies for Applications

**POLICY:** Bainbridge Realty Group does a credit check and criminal background check for ALL persons aged 18 years and older that will be occupying the property. ALL PERSONS AGED 18 YEARS AND OLDER MUST COMPLETE A **SEPARATE** APPLICATION. **Bainbridge Realty Group and the property owner have the right to accept and review other applicants during your application process.**

**Signatures: All signatures must be verifiable**

**APPLICATION FEE:** Non-refundable \$40.00 per person aged 18 years and older. ANYONE AGED 18 YEARS AND OLDER MUST FILL OUT A **SEPARATE** APPLICATION. Applications WILL NOT be reviewed prior to receipt of application fee(s).

All application fees must be received in Cash, or Paid Online ([www.brgproperties.com/leasing](http://www.brgproperties.com/leasing)), **PRIOR** to processing the application. NO PERSONAL CHECKS ARE ACCEPTED. Application fee is Non-refundable regardless of status of the application.

**IDENTIFICATION and PROOF OF INCOME:** In addition to the completed application and application fee(s), we must also receive copies of the following:

- Government Issued Photo Identification Card (Driver's License preferred),
- Social Security Card
- Two (2) most recent paycheck stubs. *(If self employed, we must have an IRS Tax Return Transcript of the most recent tax year (available online at <https://www.irs.gov/individuals/get-transcript>) and 6 months of banking statements to prove current income into the household.)* Note: If applicant is relocating to the area, current job status/pay stubs and letter of intent on company letterhead with company contact information of employer must also be provided.
- Proof of Other Stated Income (such as child support, social security benefits, SNAP Food Benefits (Food Stamps), Housing Choice Vouchers (Section 8), Temporary Assistance for Needy Families (TANF), etc.)
- Pet Documentation (if applicable)

**REVIEW AND APPROVAL PROCESS:** Upon receiving **ALL** required documents **AND** application fee(s), the applicant(s) credit and criminal background checks are then ran. Upon receiving the records, Bainbridge Realty Group will share all documents pertaining to the application package with the property owner and allow them to review to make a decision to accept, or deny, lease applications.

### **TENANT SELECTION CRITERIA:**

*Pursuant to Property Code 92.3515, these Tenant Selection Criteria are being provided to you. The following constitute grounds upon which Landlord will be basing the decision to lease the Property to you. Based on the information you provide, Landlord may deny your application or may take other adverse actions against you (including, but not limited to, requiring a co-signer on the lease, requiring an additional deposit, first and last month's rent, or raising rent to a higher amount than for another applicant). If your application is denied or another adverse action is taken based upon information obtained from your credit report or credit score, you will be notified.*



**Criminal History** – Landlord will perform a criminal history check on you to verify the information provided by you on the Lease Application. Landlord’s decision to lease the Property to you may be influenced by the information contained in the report.

**Credit History** – Landlord will obtain a Credit Reporting Agency (CRA) report, commonly referred to as a credit report, in order to verify your credit history. Landlord’s decision to lease the Property to you may be based upon information obtained from this report. If your application is denied based upon information obtained from your credit report, you will be notified.

**Current Income** – Landlord may ask you to verify your income as stated on your Lease Application. Depending upon the rental amount being asked for the Property, the sufficiency of your income along with the ability to verify the stated income, may influence the Landlord’s decision to lease the Property to you.

**Rental History** – Landlord will verify your previous rental history using the information provided by you on the Lease Application. Your failure to provide the requested information, provision of inaccurate information, or information learned upon contacting previous landlords may influence Landlord’s decision to lease the Property to you.

**Failure to Provide Accurate Information in Application** – Your failure to provide accurate information in your application or your provision of information that is unverifiable will be considered by Landlord when making the decision to lease the Property to you.

### **Policies Regarding Pets**

**POLICY:** Prior to submitting an application, it is the responsibility of the applicant to confirm with Bainbridge Realty Group whether or not pets are permitted to reside at the property they are applying for. All properties where pets are accepted require a pet deposit. Pet deposits are determined by the weight of the pet at full growth. For pets under 20 lbs, the pet deposit will be \$250. For pets over 20 lbs +, the pet deposit will be \$500. Pet deposits are per pet and will be due PRIOR to move in.

Pets MUST be registered within the city the property is located and all city, county, & state ordinances and/or laws for vaccinations must be met. Proof of registration and vaccinations must be submitted with application.

#### **APPLICANT DISCLOSURE CONCERNING PETS:**

(1) Is Applicant aware of whether any of the pets which will reside at the property has ever bitten or injured another person?  Yes  No

If Yes, explain: \_\_\_\_\_

(2) Is Applicant aware of whether any of the pets which will reside at the property has any propensity for predisposition to bite, or injure, someone?  Yes  No

If Yes, explain: \_\_\_\_\_



**Acceptance of Policies**

**Applicant has read and fully understands the Bainbridge Realty Group, LLC Policies for Applications. If applicant does not meet the selection criteria, or if applicant provides inaccurate or incomplete information, the application may be rejected and application fee will not be refunded in any part for ANY reason. Applicant also understands that the landlord's rejection of one co-applicant shall be deemed as a rejection of all applicants. Additionally, applicant has read & fully understands, and will adhere to the policies for tenancy included in Bainbridge Realty Group's Landlord Rules and Regulations as well as the Sample Lease and Pet Agreements which are available at [www.brgproperties.com/leasing](http://www.brgproperties.com/leasing). Applicants agree to accept the property in which they are applying for in its current condition, have confirmed the school district and school attendance zones, and have contacted Utility providers to ensure services required and service availability for the property.**

\_\_\_\_\_  
Applicant Printed Name

\_\_\_\_\_  
Date

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



# 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.

<u>Bainbridge Realty Group, LLC</u>	<u>8999917</u>	<u>brgproperties.com</u>	<u>(817) 386-5675</u>
Licensed Broker/Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone

<u>Jacqueline Bainbridge</u>	<u>0530434</u>	<u>jackie@brgproperties.com</u>	<u>(817) 386-5675</u>
Designated Broker of Firm	License No.	Email	Phone

<u>Jacqueline Bainbridge</u>	<u>0530434</u>	<u>jackie@brgproperties.com</u>	<u>(817) 386-5675</u>
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone

<u>Donald Bainbridge Jr.</u>	<u>651062</u>	<u>don@brgproperties.com</u>	<u>(817) 386-5675</u>
Sales Agent/Associate's Name	License No.	Email	Phone

DBJ

JB

Buyer/Tenant/Seller/Landlord Initials
Date

Regulated by the Texas Real Estate Commission

Information available at [www.trec.texas.gov](http://www.trec.texas.gov)

TAR 2501

IABS 1-0

Bainbridge Realty Group, LLC, P.O. Box 982 Aledo, TX 76008  
Jacqueline Bainbridge

Phone: 817.386.5675 Fax: 817.920.9966

signed Information of

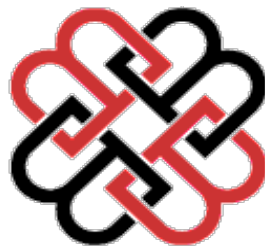
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)



**BAINBRIDGE**  
REALTY GROUP

*The BRIDGE between you and your Real Estate needs.*

# Landlord's Rules and Regulations



**BAINBRIDGE**  
REALTY GROUP



## Table of Contents

1. MOVING IN.....	3
2. PAYING YOUR RENT.....	4
4. MAINTENANCE.....	5
5. PET POLICY.....	9
6. USE OF THE PROPERTY.....	9
7. IMPROVEMENTS TO THE PROPERTY.....	10
8. ALTERATIONS TO THE PROPERTY.....	10
9. HOA.....	11
10. WATERBEDS.....	11
10. INSURANCE.....	11
11. RENTAL INCREASES.....	11
12. LEASE RENEWAL.....	12
13. MOVING OUT.....	12
14. RETURN OF SECURITY DEPOSIT.....	13
15. FUTURE HOME PURCHASE.....	13
16. OFFICE HOURS.....	14

**REVISION CONTROL: PLEASE NOTE THAT THIS DOCUMENT CAN BE REVISED AND UPDATED AT ANY TIME. THE CURRENT VERSION IS CONSIDERED TO BE THE REVISION AVAILABLE ONLINE AT BRGPROPERTIES.COM.**



## **1. MOVING IN**

**MOVE-IN INSPECTIONS:** Prior to your move-in, our staff performed a walkthrough of the property to document the property's condition. When you move into your home, you will need to go through the property room by room, as well as the exterior of the property, noting the property's condition on the Residential Lease Inventory and Condition Form provided to you at lease signing (and also available on our website) and make special note of any defects which exist at that time. The Move In Check List needs to be completed and be submitted to our office within two (2) days of move-in, as it will remain in our files until move-out. It is important that you submit this form to our office, or it is assumed that the property is in perfect condition at the time of your move-in.

**UTILITY SERVICES:** While a property is vacant, utility services (water, electricity and/or gas) are either turned off or remain on an active account under Bainbridge Realty Group. You must make arrangements to have any necessary utility services transferred to your name, effective on your move-in date. It is *very* important that you make the necessary arrangements in advance. If you fail to do so, you could be without utility services upon move-in as we typically schedule to terminate these services prior to a tenant's move-in date. Bainbridge Realty Group will not be responsible if the tenant does not have utility service at the time of move-in. If, however, the services are not transferred upon your move in date and Bainbridge Realty Group is invoiced by the utility company for services that occur on or after your move-in date, you will be invoiced for the utility service plus a \$35 processing fee. An invoice indicating the amount due (including processing fees) along with a copy of the utility service provider's invoice will be mailed to you. Payment is due upon receipt. Failure to pay these charges in a timely manner may result in termination of your right to occupy the property. You can locate a list of local utility providers on our website.

**WE NEED A WORKING CONTACT NUMBER:** Occasionally, we find it necessary to reach our tenants by phone. When your new home phone has been installed, please call, or drop us a note, to advise us of your new home telephone number. If you do not plan to have a home telephone line installed, we need to have a valid contact number (Cell or Work number). If in the future, your cell, work or home number changes, please notify us of the change so that we may update your records. We consider our tenant's phone numbers to be confidential information and they are never given out without your permission. Alternatively, you may also update your account and contact information via the online Resident Web Access portal.

**WE NEED A WORKING EMAIL ADDRESS:** If we are unable to reach you by phone, we will try to reach you via email. If you would like to access the Resident Web Access to view your account and pay your rent online, a working email must be provided and kept up-to-date.



## **2. PAYING YOUR RENT**

**PLACE OF PAYMENT:** Rent can be paid in our office or via the Resident Web Access link located on our website. You will need to register your account with our office for access.

**DUE DATE:** Rent is due on or before the first (1<sup>st</sup>) day of each month and is considered “ON TIME” if received **IN** our office (or online through the Resident Web Access portal) by the close of business on the second (2<sup>nd</sup>) day of the month. Weekends, holidays and mail delays do not relieve the tenant from paying rent on time. If the 1<sup>st</sup>, and/or 2<sup>nd</sup> day of the month happens to occur on a weekend, or holiday, **payment is due in our office by the close of business on the Friday prior.** Any payments received in the drop box after close of business (including weekends and holidays), will be processed on the next business day. NO personal checks are accepted after the 10<sup>th</sup> day of the month.

**LATE CHARGES:** After the second (2<sup>nd</sup>) day of the month, a late fee of 5% will be charged on following business day, typically the third (3<sup>rd</sup>) day of the month. Each day after, if rent is not paid in **full**, an additional late charge of \$5.00 will be assessed for each day thereafter that the rent is not paid. If you are unable to pay all of your rent when it is due, at least half must be paid by the 5<sup>th</sup> of the month or eviction proceedings will be initiated. Late charges will continue to accrue until rent payment is paid in full. All charges are paid upon the order of entry. Meaning, if you are charged with a late fee, and the following month’s rent is due, payments will go toward the late fee first. The remaining payment will go toward the next charge (typically rent.) If the rent is not paid in full, additional late penalties will accrue until it is paid in full. If late penalties are assessed, make sure that the amount of money you pay can cover both the late fee any other charges assessed, especially rent. (Please note fees are applied according to your lease)

**PERSONAL CHECKS:** We are happy to accept your personal check as payment for the rent. However, if your check is returned by your bank for insufficient funds, the following will apply:

- The rent will be considered late and late charges will be assessed. In addition you will be charged a \$35.00 returned check charge (as stated in lease).
- **YOUR CHECK WILL NOT BE RE-DEPOSITED BY BAINBRIDGE REALTY GROUP OR OUR BANKING INSTUTITUE.** If your check is returned unpaid, you will need to come by our office to replace it with certified funds (Cashier’s Check or Money Order.)
- Any and all future payments are required to be certified funds (Cash, Cashier’s Check or Money Order.) If you bring or mail or drop off a personal check, that check will be held until the certified funds are brought in and rent will be considered late if the certified funds are brought in after the due date. Late fees will be assessed accordingly.





**RENT COLLECTION POLICY:** Before you are approved to lease a property managed by Bainbridge Realty Group, we do a very thorough credit check. We verify your employment and rental history.

Occasionally, there may be times when, for reasons beyond your control, is not possible to pay your rent on time. We want to be able to work with you in these instances, but feel that your monthly rent should be a **FIRST PRIORITY OBLIGATION**. It is your responsibility to notify us if the rent cannot be paid on time and in full. It should not be necessary for us to reach you by phone or make a special trip to your house to contact you. We expect that you will contact us, advise us of your circumstances, and try to work out an acceptable payment schedule if the property owner is willing. Late fees will be assessed accordingly.

If your rent is not received in our office and on time (by the close of business on the 2<sup>nd</sup> day of the month), the following steps may be taken:

A legal “24 Hour Demand for Possession” notice will be mailed or delivered to your residence and/or may be posted on the inside of the front door.

**PLEASE DO NOT INTERPRET THIS TO MEAN THAT WE WANT YOU TO IMMEDIATELY MOVE OUT.**

If after mailing, or posting the notice, we have not heard from you to attempt to make payment arrangements, or pay all past due rent in full, within 24 hours, we will file for eviction at the appropriate Justice of the Peace Court for your district and you will incur the charges for the filing.

Please remember that we will try to be flexible. We want to have every opportunity to work with you and help you through special circumstances. **WE MOST CERTAINLY DO NOT WANT YOU TO MOVE UNLESS NO OTHER AGREEABLE SOLUTION CAN BE REACHED.**

Additionally, once you are behind in rent, the Landlord has the right to refuse any partial, or full payment.

## **4. MAINTENANCE**

According to the terms of your lease agreement, you are responsible for maintaining the interior of the property and, unless your lease states differently, the exterior of the property, and front and back yards. The following are several items of regularly required maintenance, which we feel are extremely important and, if neglected, can lead to extensive damage and costly repairs at your cost:



**LAWN AND EXTERIOR MAINTENANCE:** Unless otherwise specified in the lease, you are responsible for maintaining the lawn, shrubbery, trees and other landscaping located on the property. This includes watering, fertilizing, trimming, cutting, and maintaining as needed at all times to maintain proper health. Flowerbeds are to be kept clear of weeds and tended to regularly.

**HEATING & AIR CONDITIONING SYSTEMS:** Furnace and AC filters need to be changed on a monthly basis, especially during the hot summer months. When the filter becomes dirty and clogged, it can cause serious damage to the system. It also causes the unit work harder and to use more energy to do the job. Frequent changing of the filter will reduce your electric bill and will also prevent costly damage to the unit. If repairs are required because the filter has not been changed and the unit is dirty, it will be considered tenant negligence and you may be held responsible. It is not recommended to use extended life filters as they clog up just as fast as month-to-month filters.

Weeds and grass must be kept trimmed around the outside unit. Fire ants are attracted to the outside AC unit and can cause severe damage to the outside unit. Please keep weeds, grass trimmed and treat the area around the unit for fire ants.

*HEATING AND AIR CONDITIONING SYSTEM FAILURES ARE NOT CONSIDERED EMERGENCY MAINTENANCE ISSUES.*

**CAULKING:** Part of your responsibility for taking care of the property is making sure that the caulking is adequately maintained in all areas where water and moisture collect. This includes:

- Around the kitchen sink
- Vanity area in bathrooms
- Around base of commodes, tubs and showers
- Tiled area by the tubs and showers

**FIRE ANTS:** North Texas experiences a continuing problem with fire ants. It is virtually impossible to eradicate them permanently. Fire ants can be controlled; however, it requires regular continuing applications of pesticides. We recommend the use of Amdro, Diazinon crystals or other chemical treatment. These products are available at most nurseries or hardware stores. These substances are toxic and should be stored away from young children and pets. Please read and adhere to the manufacturer's instructions and warnings prior to use. Exterminating for any variety of pests is the Tenants' responsibility.

**WINTER MAINTENANCE, INSULATION OF OUTSIDE FAUCETS:** As soon as temperatures start to drop towards freezing, you will need to insulate all outside faucets to prevent freezing. Styrofoam caps at local hardware stores, which are designed for this purpose may be used. Old towels, or rags, can also be wrapped around the faucets and exposed pipes and secured with duct tape.



If you have not taken these necessary precautions and your pipes burst or are damaged due to freezing, the cost of necessary repairs will be your responsibility. If Bainbridge Realty Group has to insulate any pipes at any time; you will be billed for the service.

**SUMMER MAINTENANCE:** Most of the soil in our part of the state requires frequent watering to keep the plants healthy and to prevent deep cracks from developing. Lack of adequate moisture in the soil can also cause severe damage to the foundation of your house and cost several thousands of dollars to repair. Soaker hoses are recommended year round and you are **REQUIRED** to water the foundation **YEAR ROUND**.

Since we do not receive enough natural rainfall in the summer, your responsibility for maintaining the yard must include regular watering. You will need to have a long hose and sprinkler and establish a regular watering program during hot or extremely dry weather to keep the grass and shrubs green and healthy and to prevent the soil from cracking. Failure of any existing sprinkler systems will not be an excuse for dead grass/shrubs.

**REPORTING MAINTENANCE PROBLEMS:** Repairs or improvements must be in writing. Maintenance request may be submitted via the Resident Web Access portal on our website at <http://brgproperties.com>. In addition, maintenance request may also be mailed, emailed, transmitted by FAX, or delivered to our office in person. This includes emergencies.

On receipt of your request, the work will be assigned to the appropriate contractor or general maintenance person who will contact you directly to make arrangements with you to gain access to the property. It is extremely important that both your work and home phone numbers are included on the request. If you fail to keep the appointment, you will be billed for the contractor's time.

**PLEASE BE PATIENT.** If the work you are requesting requires authorization from the owner, we must first contact them for permission before we can proceed.

If the problem is found to be tenant's responsibility, or is due to tenant negligence, you will be billed for the contractor's charges. Payment will be due within ten days of receipt of the invoice. Items of tenant responsibility include, but are not limited to:

- Plumbing clogged by accumulation of hair or foreign objects (wash cloths, diapers, feminine hygiene products, children's toys, etc.)
- Foreign material in the dishwasher or disposal,
- Failure to change AC or furnace filters,
- Failure to control fire ants enabling them to enter the outside AC unit,
- Failure to maintain caulking in bathroom and kitchen areas,
- Failure to protect outside faucets from freezing weather



- Failure to report a water leakage or items not repaired that has caused damage to the property.

If you are delinquent in the payment of rent at the time a repair notice is given, Bainbridge Realty Group is not obligated to make the repair unless it is an emergency maintenance issue which affects your physical health or safety and/or that of the property.

**EMERGENCY REPAIRS:** A maintenance emergency is defined as those problems which “materially affect the physical health or safety of an ordinary tenant” and is not a condition that merely causes inconvenience or discomfort.” Emergency response will generally be restricted to fire, uncontrollable water flow (broken pipe which cannot be shut off through shut-off valve), gas leak, etc. Although we realize that Heating and A/C, or other appliance malfunction can be uncomfortable and inconvenient, they are not considered emergency issues.

Emergency and extremely urgent repairs should be reported to the office by phone at 817-386-5675. For emergencies after normal office hours, please call (817) 866-0662. After hours emergency calls will be handled to the best of our ability. **YOU ARE STILL REQUIRED TO SUBMIT IN WRITING!** If you reach our voicemail, you **MUST** leave a call back number.

The owner of the property will be responsible for the cost of repairs if it is proven tenants, or tenants guest or occupants, did not cause damage. But, the tenant will be responsible for the first \$50.00 of the repair, please remember that you are renting a single-family home. Sometimes maintenance issues can take sometime on occasions several days (especially in extreme weather conditions such as record breaking high or low temperatures) as maintenance is performed by independent contractors and we have no control over scheduling. Occasionally, utilities may have to be used in order to resolve the maintenance issue. Utility usage by the contractor will be the resident’s responsibility to pay. For any reason tenant caused damage to the leased property and an insurance claim is made, tenant is responsible for owners cost of deductible. There will not be any reimbursements for the following:

- Electric, water, gas, or any other utility usage
- Damage to personal property or deductible for any insurance claim
- Time off work to schedule any appointments to have the maintenance issue repaired
- Food spoilage in the event of appliance or electrical failure
- Any expenses incurred by tenant including, but not limited to, rent concession, hotel or motel expenses, eating out expenses, etc.
- Rent for non-usage of any part of the property.

**PERIODIC INSPECTIONS:** Bainbridge Realty Group maintains the right to inspect the property at ANY time during the term of your lease, and for ANY reason. We cover each home individually, inside and out. When your home is scheduled for inspection, you will be notified in advance and



will have an opportunity to be present if you desire. If your locks have been changed we have the right to have the property re-keyed at the tenant's expense.

## **5. PET POLICY**

Many of our tenants own pets. This may have been one of the reasons you decided to rent a home instead of an apartment. If you own a pet, you are responsible for seeing to it that your pet does not do damage to, or soil, the house and yard. You are responsible for making sure that your pet is not a nuisance to your neighbors. All Dogs and Cats are required to be registered/licensed with the city in which the property is located and shots maintained. Proof of pet registration/license and shot records can be requested at any time.

Our company policy (unless directed otherwise by individual Owners) is to allow each tenant to keep up to a maximum of two pets. If your pet is a dog, the house you rent must have a fenced yard. Bainbridge Realty Group, LLC and the owner of the property will not be liable for any damages, or attacks, that your pet is responsible for due to your failure to maintain a safe environment for your neighbors.

When you move out, if you have kept a pet (either with or without our permission), your carpet will be shampooed, deodorized and sanitized to protect future residents from health hazards. Both house and yard will be treated for ticks and fleas. The cost of these services will be deducted from your total Security Deposit.

If you have a pet, your lease will indicate that you own a pet and an additional pet deposit per pet will be collected. If you wish to acquire a new pet after you move in, please notify our office in advance to request permission, sign the pet agreement, and make arrangements to pay the pet deposit. Failure to notify Bainbridge Realty Group, LLC of new pets living in the property will result in an immediate Unapproved Pet Charge and/or may result in termination of your lease agreement. **AT NO TIME ARE UNAUTHORIZED PETS ALLOWED AT, OR IN, THE PROPERTY - EVEN IF "VISITING" OR "PET SITTING."**

## **6. USE OF THE PROPERTY**

The house or unit you are renting from Bainbridge Realty Group, LLC is intended for use as a personal residence only. Other types of usage which are strictly prohibited include:

- Any activity, which is in violation of the law or local zoning codes.
- Storage of boats, or recreational vehicles, except in the garage or on the paved driveway.
- Storage of non-operational vehicles or other material anywhere on the paved driveway.



- Repairs done to autos or other vehicles are permitted only if done inside the enclosed portion of the garage.
- Any illegal activities

Only the occupants listed on the lease are permitted to reside at the property. Guest are not permitted to stay on, or at, the property for longer than the term defined within your lease. We understand that living situations change. If someone is going to reside at the property that was not listed on the original lease, please contact our office. Any person(s) over the age of 18 that you would like to reside at the property will be required to submit an application for approval.

## **7. IMPROVEMENTS TO THE PROPERTY**

Bainbridge Realty Group does not own the home you are leasing. An individual investor owns each property, and each owner's circumstances are different. Some owners encourage their tenants to make improvements and are willing to pay for materials used. With other owners, even a necessary plumbing or air conditioning repair can create a financial hardship for them. Unless they are financially unable to do so, many owners will pay for materials used to improve the property. If you have a specific project in mind, call us so that we can present it to the property owner for approval before you proceed. Please remember, if you hope, or expect to be reimbursed for the cost of the materials you purchase, **PRIOR APPROVAL MUST BE OBTAINED BEFORE STARTING ANY PROJECT AND MUST BE IN WRITING. THERE WILL BE NO REIMBURSEMENTS FOR UNAPPROVED WORK.**

## **8. ALTERATIONS TO THE PROPERTY**

If you wish to make a decorating change or other alteration to the property at your own expense, you must first call us for authorization before you proceed. Approvals will be granted/denied on a per incident basis and may be subject to the property owner's approval.

**RETURN TO ORIGINAL CONDITION:** If the alteration is such that a future tenant may not find is desirable, the cost of returning the property to its original condition will be at your expense.

**ABOVE GROUND SWIMMING POOLS:** Above-ground pools create a tremendous potential liability for you, for our company, and for the owner of the property. For this reason, our company policy strictly prohibits tenants from installing above-ground swimming pools in their yards. (Shallow wading pools which can be filled and emptied each day are OK.)

There are NO EXCEPTIONS to our above-ground pool policy.



## **9. HOA**

At anytime during occupancy Bainbridge Realty or the property owner receives a fine caused by tenant's actions, or lack thereof, the tenant will be responsible for charges by HOA.

## **10. WATERBEDS**

If you choose to have a waterbed, the following conditions apply:

- They must be kept on the ground floor only.
- Tenant assumes total responsibility for any damage to property caused by the waterbed.
- Tenant submits copy of paid waterbed insurance policy or pays additional damage deposit of \$300.

## **10. INSURANCE**

Each of our homes is insured against loss due to fire and other hazards. The homeowner's insurance policy will only cover the dwelling and **NOT PAY FOR ANY TENANT POSSESSIONS.**

It is up to the tenant to decide weather or not to have your personal items insured; however it is advised. Renters Insurance can be obtained that will protect you from loss by fire or theft and also cover you for liability. The agent who handles your car insurance can probably advise you regarding this type of insurance.

A minimum \$350,000 General Liability Insurance policy is **REQUIRED** for any property that has an in-ground pool. Proof of liability insurance must be submitted to the office to keep on file at move-in. This policy must be maintained throughout the term of your occupancy and Bainbridge Realty Group can request at Proof of Liability Insurance at anytime.

## **11. RENTAL INCREASES**

When the initial term of your lease expires, it will be reviewed and there is a possibility that your monthly rent could increase. A rent increase, however, is not automatic. Rents are not systematically increased unless the market rent for similar homes in your neighborhood is higher than what you have been paying. If you receive a notice of rental increase that would cause a financial hardship, we urge you to make us aware of your circumstances. If you have good rental history and are maintaining your home, we will discuss the situation with the owner and try to work



with you. We most certainly do not want you to move without having had an opportunity to reach an acceptable compromise.

## **12. LEASE RENEWAL**

Prior to the original term of your lease expiration, you should receive a Lease Extension Agreement, which may, or may not, include a rental increase. If you do not wish to renew, and prefer to continue on a month-to-month basis, a small surcharge may apply. Decisions not to renew a lease are typically at the sole discretion of the owner and may be based on tenant payment history, failure to maintain the property per lease agreement, property owner preference for month-to-month agreement, etc. Even though your lease has an end date, it automatically renews on a month-to-month basis.

If you continue renting the property either on a month-to-month basis, or with a signed lease extension agreement, all other provisions of the original lease will still apply including **the requirement that you pay rent in a timely manner and give Bainbridge Realty Group, LLC a written 60 day notice if you plan to move.**

## **13. MOVING OUT**

When the time comes for you to move out, you will need to present a written notice at least 60 days before the date you plan to vacate. You will need to make an appointment for a final Move-Out Inspection, which can be scheduled Monday through Friday between 10:00 am and 4:00 pm. Please call for an appointment.

If you have moved out, but did not schedule a Move-Out inspection, daily rent charges will continue to accrue until we are notified and keys are turned into the office.

We want to work cooperatively with you to ensure the greatest possible return of your Security Deposit. Your property should be ready for someone to move into the very next day. The following items will be checked at a minimum:

- Cleaning: Kitchen: sink, cupboards, stove, oven, refrigerator, etc.
- Bathroom: tubs, showers, sinks, commodes
- Vinyl Floors: mopped & waxed
- Carpet: Must be cleaned professionally and a receipt must be provided or you will be charged.
- Fireplace: ashes removed
- Yard: Neat, all belongings discarded & removed, grass mowed and edged, shrubs trimmed, weeds removed, driveway and walks swept.





- Garage: Empty and floors swept.
- Screens & Windows: In good repair.
- Built-Ins: Stove, dishwasher, garbage disposal clean and in good working order.
- Plumbing & Electrical: All systems operating properly.
- Heating & A/C: All systems operating properly and clean new filter.
- Caulking: Tubs, showers, sinks & commode bases properly caulked.
- Light fixtures/ceiling fan, bulbs, and other components.

## **14. RETURN OF SECURITY DEPOSIT**

If you have lived in your home for the full term of the lease, and have given us a 60 day written notice of your planned move and written notification of your new home address (Post Office Box is not acceptable), you will be entitled to the return of your Security Deposit minus any legitimate deductions. These deductions could include, but are not limited to:

- Any unpaid rent, collection fees, late charges, returned check charges, and any other remaining charges
- Cleaning.
- Yard maintenance.
- Repair of any items damaged by tenant negligence during occupancy.
- Extermination for flees, ticks, roaches, ants, etc.
- Pet charges:
  - Non authorized pets
  - Shampooing, sanitizing and deodorizing the carpet.
  - Treatment for fleas and ticks.
  - Pet charges will apply for either inside or outside pets.
- Removal and/or storage of abandoned property.
- Damage to property or non performed maintenance.

After all deductions have been applied, the balance of your Security Deposit will be mailed to you no later than 30days after your forwarding address has been received. You will also receive a complete accounting of all items for which a deduction was made.

## **15. FUTURE HOME PURCHASE**

After leasing a home from our company, many of our tenants purchase homes in the area. When you are ready to buy, our company's services include the sale of new and resale homes. If you have an

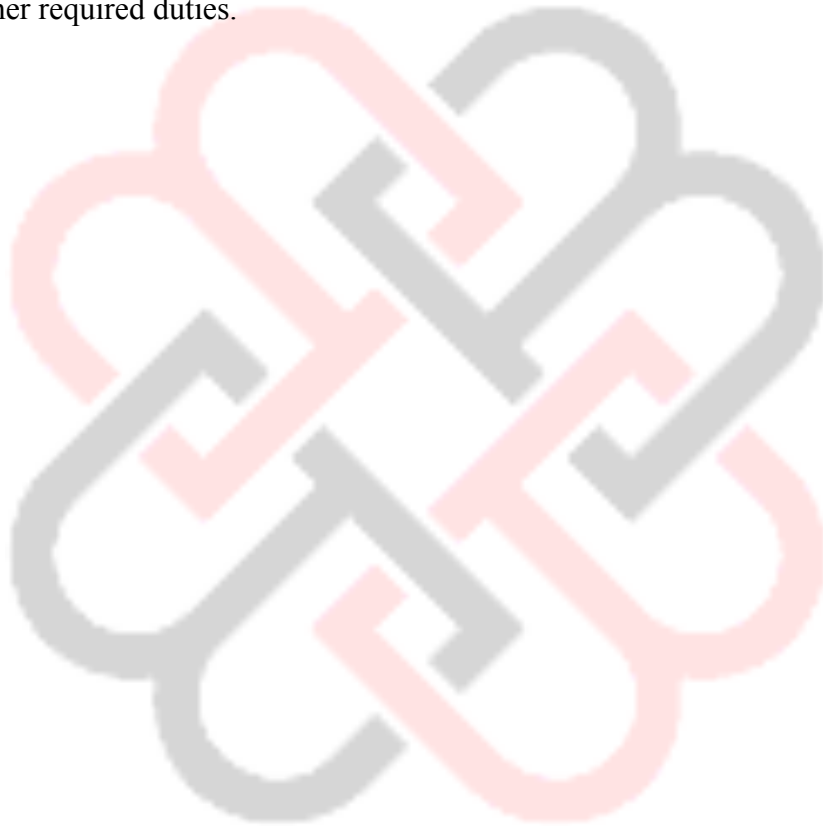


interest in purchasing the home you are renting, we can contact the owner and try to arrange acceptable terms.

Please contact our offices for inquiries about home purchases.

## **16. OFFICE HOURS**

Our in-office hours are Monday through Friday from 9:00 am to 3:00 pm. Please understand that managing residential properties requires us to periodically step out of the office for showings, inspections, and other required duties.





# TEXAS ASSOCIATION OF REALTORS® RESIDENTIAL LEASE APPLICATION

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.  
©Texas Association of REALTORS®, Inc. 2014

***Each occupant and co-applicant 18 years or older must submit a separate application.***

Property Address: \_\_\_\_\_  
Anticipated: Move-in Date: \_\_\_\_\_ Monthly Rent: \$ \_\_\_\_\_ Security Deposit: \$ \_\_\_\_\_

Property Condition: **Applicant is strongly encouraged to view the Property prior to submitting any application.**  
Landlord makes no express or implied warranties as to the Property's condition. Applicant requests Landlord consider the following repairs or treatments should Applicant and Landlord enter into a lease: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Applicant was referred to Landlord by:  
 Real estate agent \_\_\_\_\_ (name) \_\_\_\_\_ (phone)  
 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)  
Previous Landlord or Property Manager's Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: Day: \_\_\_\_\_ Nt: \_\_\_\_\_ Mb: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Date Moved-In \_\_\_\_\_ Date Moved-Out \_\_\_\_\_ 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/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?
						<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
						<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
						<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
						<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no

Yes No

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

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?

Is any occupant a registered sex offender?

Are there any criminal matters pending against any occupant?

Is there additional information Applicant wants considered?

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

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 \$ 40.00 to Bainbridge Realty Group, LLC (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: \_\_\_\_\_



TEXAS ASSOCIATION OF 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® IS NOT AUTHORIZED.

©Texas Association of REALTORS®, Inc. 2014

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)
<b>Bainbridge Realty Group, LLC</b>	
_____	(address)
<b>PO BOX 982</b>	
_____	(city, state, zip)
<b>Aledo, TX 76008</b>	
_____	(phone)
<b>(817) 386-5675</b>	
_____	(fax)
<b>(817) 920-9966</b>	
_____	(e-mail)
<b>jackie@brgproperties.com</b>	

I give my permission:

- (1) to my current and former employers to release any information about my employment history and income history to the above-named person;
- (2) to my current and former landlords to release any information about my rental history to the above-named person;
- (3) to my current and former mortgage lenders on property that I own or have owned to release any information about my mortgage payment history to the above-named person;
- (4) to my bank, savings and loan, or credit union to provide a verification of funds that I have on deposit to the above-named person; and
- (5) to the above-named person to obtain a copy of my consumer report (credit report) from any consumer reporting agency and to obtain background information about me.

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

Date \_\_\_\_\_

*Note: Any broker gathering information about an applicant acts under specific instructions to verify some or all of the information described in this authorization. The broker maintains a privacy policy which is available upon request.*