

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.
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I, _____ (Applicant), have submitted an application
to lease a property located at _____
_____ (address, city, state, zip).

The landlord, broker, or landlord's representative is:

_____ (name)
_____ (address)
_____ (city, state, zip)
_____ (phone) _____ (fax)
_____ (e-mail)

I give my permission:

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

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.

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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 the 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.

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
Or signed for Landlord under written Property Management agreement or power of attorney:		Tenant	Date
By: _____		Tenant	Date
Printed Name: _____		Tenant	Date
Firm Name: <u>WestMark Property Management</u>		Tenant	Date

