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Date when filled out: April 15, 2008

**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: (\_\_\_\_) \_\_\_\_\_

Position: \_\_\_\_\_

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 and color of vehicle: \_\_\_\_\_

Year: \_\_\_\_\_ License #: \_\_\_\_\_ State: \_\_\_\_\_

Make and color of vehicle: \_\_\_\_\_

Year: \_\_\_\_\_ License #: \_\_\_\_\_ State: \_\_\_\_\_

Make and color of vehicle: \_\_\_\_\_

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:

On the Internet  Stopped by  Newspaper (name): \_\_\_\_\_

Rental publication: \_\_\_\_\_

Other: \_\_\_\_\_

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Work phone: (\_\_\_\_) \_\_\_\_\_ Home phone: (\_\_\_\_) \_\_\_\_\_

Relationship: \_\_\_\_\_

If you die or are seriously ill, missing, or in a jail or penitentiary 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) Virtu Gulf Pointe Associates LLC

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 Virtu Gulf Pointe Associates LLC
- Property name and type of dwelling (bedrooms and baths) Mirabella
- Complete street address 12055 Sabo Rd.  
City/State/Zip Houston, TX 77089
- 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 2 unit, 1 mailbox, 1 other remote
- Total monthly rent for dwelling unit \$ \_\_\_\_\_ ;
- Rent to be paid at (check one)  on-site manager's office or  at night drop box
- Prorated rent for:  first month or  second month \$ \_\_\_\_\_ ;
- Late charges due if rent is not paid on or before 3rd ;
- Initial late charge \$ 50.00 ; Daily late charge \$ 10.00 ;
- Returned-check charge \$ 25.00 ;
- 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,  cable TV,  master antenna,  Internet,  other utilities \_\_\_\_\_ ;
- 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 or by telephone, 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 \_\_\_\_\_ 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): \$ 100.00  
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 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): Virtu Gulf Pointe Associates LLC Unit # or type: \_\_\_\_\_
2. Person accepting application: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_
3. Person processing application: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_
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 of acceptance 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): \_\_\_\_\_