

## TEXAS ASSOCIATION OF REALTORS® AGREEMENT FOR APPLICATION DEPOSIT AND HOLD ON PROPERTY USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED. ©Texas Association of REALTORS®, Inc. 2012

1.	PROPERTY: "Property" means:					
2.	<b>APPLICATION AND DEPOSIT:</b> In addition to the non-refundable application fee described in a residentia 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 \$					
	<ul> <li>HOLD: Landlord will remove the Property from the market and will not lease the Property to another person: (Check only one box.)</li> <li>(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.</li> <li>(2) at the time this agreement becomes binding on the Landlord and Applicant.</li> </ul>					
4.	<ul> <li>OBLIGATIONS UPON APPROVAL OR NON-APPROVAL:</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> </ul>					
5.	<b>LEASE TERMS:</b> 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.  Non-real-property items:  Non-real-property items:  With the following boxes checked: 4A: (1) (2) days; and 4B: (1) (2).  Monthly Rent: \$ 1st full month rent due  1st full month rent must be paid by (select one or more): cashier's check electronic payment money order personal check or other means acceptable to Landlord.  Prorated Rent: \$ due  Description:  Tenant may not pay rent in cash and will pay all rent by (select one or more): cashier's check electronic payment money order personal check or other means acceptable to Landlord.  Description:  Non-real-property items:  Last privation Date:  Expiration Date:  Adaltional rent due  cashier's check electronic payment personal check or other means acceptable to Landlord.  Landlord requires does not require Tenant(s) to pay monthly rents by one payment.  When late charges are incurred: on the after the rental due date.  Initial Late Charge: (a) \$ of one month's rent.  Additional Late Charges: \$ per day thereafter.  Returned Check Charge: \$ per day thereafter.  Pet Charges: \$ (initial amount) and \$ per day thereafter.					
(T.	R-2009) 1-1-12 Initialed for Identification by Applicants:					

Agreement for Ap	oplication Deposit concerning					
Security Deposit: \$ Security deposit must be paid by (select one or more cashier's check □ electronic payment □ money order □ personal check or						
	other means acceptable to Landlord.					
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:					
13 14C	Number of Vehicles:					
14C 14D(1)	140 Amount of mp onarge. \$					
14D(1) Reybox authorized during last days of lease 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 days						
17B(3)	Yard to be maintained by: ☐ Landlord; ☐ Tenant; ☐ a contractor chosen and paid by Tenant; or					
17F	☐ (contractor) paid by Tenant Smoking is ☐ permitted ☐ not permitted on the Property.					
18D(2)(f) 26	Special Provisions:					
28B(4)	Assignment 28B(4)(a): $\square$ (i) $\$$ ; or $\square$ (ii)% of one's month rent.					
	& Subletting Fees: 28B(4)(b): ☐ (i) \$; or ☐ (ii)% of one's month rent.					
	□ 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) \$					
	FORMATION: If Applicant provides any false information in an application or in this agreement,					
	may reject the application, retain the application fee and the Application Deposit as liquidated					
	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.						

your broker. Before signing this agreement, Applicant should review the written lease and 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 propagreement or power of attorney:	perty management	Tenant	Date				
By:	Date	Tenant	Date				

License No.

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

Agreement for Application Deposit concerning \_\_\_\_

Broker's Associate's Printed Name

Broker's Printed Name

Firm Name

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