

Gables Post Oak
STATEMENT OF RENTAL POLICY- TEXAS
05/29/2024

Welcome to our community. Before applying to rent an apartment, please take the time to review this Statement of Rental Policy. For the purpose of this document, the term "applicant" is defined as the person or persons who will be signing the Lease as the "Resident". An applicant must be 18 years of age or older to qualify as a resident. All individuals 18 years of age or older must complete an application and be listed as a "Resident" on the Lease Agreement. The term "occupant" is defined as the person or persons who will be listed on the lease agreement who is under the age of 18, and who is residing at this community. Some criteria apply to the applicants only; other criteria apply to all occupants. Please note that this is the current rental criteria for this community; nothing contained herein constitutes a guarantee or representation that all residents and occupants currently residing here have met these requirements. There may be individuals who began residing at this community prior to this particular criteria going into effect; additionally, the ability to verify whether these requirements have been met is limited to the reliability of information received from applicants and outside services used.

EQUAL HOUSING: **Gables Post Oak** is an Equal Housing Opportunity Provider, doing business in accordance with the Federal Fair Housing Act and do not discriminate against any person because of race, color, religion, sex, handicap, familial status or national origin. Additionally, we provide housing in accordance with all other state or local laws if those laws provide greater protection than the Federal Fair Housing Act.

APARTMENT AVAILABILITY: Applications for apartment homes will be accepted on a first come – first serve basis and are subject to the availability of the particular apartment type requested. "Availability" does not necessarily mean that an apartment will definitely be available for occupancy by an applicant at the estimated date. "Available" apartments include those where a "Notice to Vacate" has been submitted by an existing resident indicating an intention to vacate on or about a certain date. Under certain circumstances, we will permit current residents who are not in default of their lease to withdraw or change their notice of moving. Other circumstances not necessarily under management's control may also delay the date of availability of an apartment. In addition, an apartment may not be considered available because it is about to be placed under contract as an application has been made and a deposit placed to hold the apartment. If the applicant's application is not approved or if the applicant fails to sign a Lease by the specified date, then the apartment would again become available. Whether a particular unit or type of apartment is available can vary significantly within several hours or days.

RENTAL CRITERIA: All applicants and guarantors must agree to the following by executing this Statement of Rental Policy and a rental application form: Applicant(s) hereby consent to allow **Gables Post Oak**, through its designated agent and its employees, to obtain and verify credit information, including a criminal background search for the purpose of determining whether or not the applicant is eligible to lease an apartment. Applicant understands that upon leasing an apartment, **Gables Post Oak** and its agent shall have a continuing right to review credit information, rental application, criminal background, payment history and occupancy history. Faxed signatures are acceptable; however, original signatures must be obtained prior to move in.

INCOME: The combined income of the applicant(s) is required to meet **Gables Post Oak's** minimum income criteria. The three types of income used to establish the income to rent ratio eligibility are employment income, other income and personal assets. Please consult a leasing associate for the specific income to rent ratio designated for **Gables Post Oak**. Income may be verified. (Verification can include paycheck stubs, written verification from income source, phone verification by an employer, bank statement, statements for accounts, tax returns, etc.) Allowances from other sources of income such as alimony, child support, retirement income, commissions or tips may require written verification.

CONSUMER CREDIT/EVICTION ANALYSIS: If all applicants' combined income meets this community's income requirements for the apartment which was applied for, **Gables Post Oak** will proceed in running a thorough credit check on all applicants age 18 and older that apply for residency. **Gables Post Oak** uses an expert statistical credit scoring system to evaluate consumer creditworthiness. Based upon the applicants' credit score, the application will be accepted, rejected or accepted on the condition that an additional security deposit is paid. If the application is rejected or accepted with conditions, the name, address and telephone number of the consumer reporting agencies which provided the consumer information will be provided. Additionally, the applicant will be screened for rental history that may include a combination of monetary and non-monetary judgments, filings, outstanding debts to prior landlords, forcible entry detainers along with timeframes of these records, which can result in a rejection. An applicant rejected for unsatisfactory credit, rental, or criminal history (see below) is encouraged to obtain a copy of the consumer report, correct any erroneous information that may be on the report and submit a new application to this community for further consideration.

CRIMINAL BACKGROUND CHECKS: If the application is accepted or accepted with conditions, a criminal background search will be conducted. **Gables Post Oak** performs criminal background checks in accordance with applicable federal and state laws. Applicants will be required to answer questions on the application regarding their criminal history. An unsatisfactory criminal background check will result in denial of the application. The application may be denied for any of the following:

- Conviction of sex-related conduct or an offense for which an offender is required to register on any applicable sex offender registry.
- Felony convictions that have occurred within 30 years prior to the application date for offenses of assault/battery, kidnapping and homicide.
- Felony convictions that have occurred within 10 years prior to the application date for the offenses of crimes against a person or property, terroristic-related conduct, prostitution, cruelty to animals, crimes against children or the sale, manufacture or distribution of illegal drugs.
- Any other felony convictions (for offenses not identified above) that have occurred within 5 years prior to the application date.
- Any misdemeanor convictions for the offenses of prostitution, cruelty to animals, and crimes against children that have occurred within 10 years prior to the application date or any misdemeanor convictions for the other offenses cited above that have occurred within 3 years prior to the application date.

Please be advised that this requirement does not constitute a guarantee or representation that residents or occupants currently residing in our community have not been convicted of or subject to deferred adjudication for a felony, certain misdemeanors or sex offenses requiring registration under applicable law. There may be residents or occupants that have resided in the community prior to this requirement going into effect. Additionally, our ability to verify this information is limited to the information made available to us by the resident credit reporting services used.

FEES/DEPOSITS: In order to reserve an apartment home, applicant(s) must submit an executed application along with the following fees and deposits:

- 1.) **A non-refundable application fee \$80.00** for each applicant 18 years of age and older for verification of information and application screening.
- 2.) **A non-refundable administrative fee \$250.00;** Lease renewals will require a **non-refundable processing fee \$50.00.**
- 3.) **An application deposit (may or may not be refundable) \$500.00.** In addition to any application or administrative fees, you agree to pay us an application deposit. The application deposit is not a security deposit and will be credited toward the required security deposit when the lease has been signed by all parties. Applicant understands that an additional deposit may be required based on credit scoring requirements. If for any reason management decides to decline the application, management will refund the administrative fee and the application deposit in full. If an applicant is conditionally approved, but chooses not to pay the additional deposit, then the application will be considered declined. If the application is approved and the applicant fails to cancel the application within 72 hours, management will retain the administrative fee as liquidated damages for any expenses incurred due to the cancellation. If the applicant executes a lease and cancels prior to taking occupancy, management may retain termination costs from the deposit for the amount of rent lost due to the cancellation. If a check from an applicant is returned to us by a bank or other entity for any reason, if any credit card or debit card payment from an applicant to us is rejected, or if we are unable, through no fault of our own or our bank, to successfully process any ACH debit, credit card, or debit card transaction, then the applicant shall pay a charge of **\$75.00** for each returned payment.

OCCUPANCY: An apartment home shall contain sufficient bedroom space to accommodate the size of applicant's household. As a general rule, "sufficient bedroom space" is determined by the number of people in the apartment home. In general, no more than two people over the age of 24 months may be allowed for each bedroom in the apartment home. Exceptions to this general rule may be granted depending on the age of the persons in the household, size of the bedroom, existence of an "equivalent room" such as a den, study or mezzanine, or if the overall size and configuration of the apartment home would reasonably allow for more than two persons per bedroom. The term "equivalent" room does not include bathrooms, kitchens, foyers or laundry rooms. Loft units with no specified bedroom will be evaluated for the number of bedrooms based on the size of the loft as compared to an equivalent sized traditional unit. Any child under the age of 24 months is not counted as an additional person for purposes of occupancy guidelines. Once a child reaches the age of 24 months, the considerations listed above will be applied to determine whether the household will be required to move to a larger apartment home. Under no circumstances will a household be required to move to a larger apartment home during a current lease solely as a result of the addition of a child under 24 months to the household, or solely as a result of a child reaching the age of 24 months during a lease term. All members of the household, regardless of age, will be required to be listed on the lease agreement. **Gables Post Oak** policy is to conform to local and state requirements to the extent that they require a different standard than stated here.

RENTAL IDENTIFICATION REQUIREMENTS: Applicants must provide a current government issued photo identification (temporary IDs will require additional verification). Applicants WHO DO NOT HAVE A U.S. SOCIAL SECURITY NUMBER must provide an original valid passport showing raised notary seals and USCIS (US Citizenship and Immigration Services) documentation. Expired passports or expired USCIS documents result in an automatic decline of the application. On the Application for Residency, the applicant is to fill in the Passport Number in lieu of a U.S. Social Security Number.

HOLD HARMLESS ACKNOWLEDGMENT: Applicant acknowledges that **Gables Post Oak** and Management do not promise, warrant or guarantee the safety and security of residents, their families and occupants or any personal property against the criminal actions of others including residents or third parties. Furthermore, unless otherwise provided by law, **Gables Post Oak** and Management shall not be liable for any damage or injury to residents, their families or occupants or to any person entering the community or any building in the community, for injury to person(s) or property arising from theft, vandalism, other crimes or casualty. Applicant further acknowledges that each resident has the responsibility to protect himself or herself and to maintain appropriate insurance to protect his or her belongings. It is recommended that residents secure property insurance to cover their personal possessions. Residents are required to secure and maintain liability insurance with limits not less than **\$100,000** Insurance coverage maintained by **Gables Post Oak** does not protect residents from loss of personal property by theft, fire, water damage and any other perils. In addition, neither the **Gables Post Oak** nor Management is responsible for damage to resident vehicles. Residents are responsible for maintaining appropriate vehicular or automobile insurance coverage.

VEHICLES: Parking space is limited in our community. Each household is permitted **1 per lease holder** passenger vehicles. Commercial vehicles and recreational vehicles are not permitted.

PETS (if applicable): Domesticated pets (dogs and cats only) are accepted with a **99 lbs** weight/height limit. A **\$400.00** pet fee, a \$45 Dog DNA registration fee (if applicable) and a **\$100.00** refundable pet deposit is required per pet (maximum of two) and must be paid in full prior to move-in. In addition, pet rent per month per animal may be required and must be paid each month and included in the rental payment. Pets will be subject to visual inspection. Resident(s) agree to comply with all community policies and may be required to sign a separate Pet Addendum. Service animals assisting a person with a disability are allowed and no pet fee is required. The following breed and/or mix breeds are prohibited: Akita, American Bull Dog, American Pit Bull Terrier, American or Bull Staffordshire Terrier, Briard, Borzoi Hounds, Bull Mastiff, Bull Terrier, Cane Corso, Chow, Dalmatian, Doberman Pincher, Dogo, German Shepherd, Great Dane, Great Pyrenees, Husky, Irish Wolf Hound, Komondor, Malamute, Neapolitan Mastiff, Pit Bull, Rottweiler, Scottish Deerhound, Spitz, St. Bernard, Stafford Terrier, Presa Canarios, Shar pei, Toso Inu and Wolf-Dog Hybrid.

FLOTATION BEDDING SYSTEMS/WATER TANKS: Flotation bedding systems (waterbeds) or water tanks over 50 gallons will be allowed on any floor only if a copy of the current renter's insurance policy naming Owner and Manager as additionally insured is maintained in the resident file.

UTILITIES/SERVICES: We'll pay for the following items, if checked: ☐ gas ☐ water ☐ wastewater ☐ electricity ☐ trash/recycling ☐ pest control ☐ cable/satellite ☐ master antenna ☐ internet ☐ stormwater/drainage ☐ other _____. You'll pay for all other utilities and services, related deposits, and any charges or fees, on such utilities and services during your Lease Contract term.

SATELLITE DISH: **Gables Post Oak** allows the installation of one satellite dish per apartment in accordance with FCC and local access laws. Not all apartments are suitable to satellite reception and **Gables Post Oak** cannot guarantee that satisfactory transmission will be received. There are limitations on how and where a satellite dish can be installed and the appropriate addendum must be signed. Liability Insurance (minimum coverage amount of \$50,000) is required and a copy of the insurance must be presented prior to installation.

ELECTRONIC CHECK POLICY: **Gables Residential** reserves the right to utilize Accounts Receivable Entry (ARC) to process personal checks through the ACH (Automated Clearing House) system and is compliant with NACHA (The Electronic Payments Association) rules. These rules require that **Gables Residential** provide residents and prospects the following notification: When you provide a check as payment, you authorize **Gables Residential** to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. **Gables Residential** will use information from your check to make an electronic fund transfer and funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

ACKNOWLEDGMENT:

Signing this acknowledgment indicates that you have had the opportunity to review the landlord's tenant selection criteria. The tenant selection criteria may include factors such as criminal history, credit history, current income, and rental history. If you do not meet the selected criteria, or if you provide inaccurate or incomplete information, your application may be rejected and your application fee will not be refunded.

Applicant Signature Date

Applicant Signature Date

Applicant Signature Date

Applicant Signature Date





Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

11-2-2015



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.

Gables Residential Services, Inc.	#462673	www.gables.com	(404) 923-5500
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date