

Received on _____ (date) at _____ (time)



RESIDENTIAL LEASE APPLICATION

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2022

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

Property Address: **6418 E Lovers Ln, Dallas, TX 75214**
Anticipated: Move-in Date: _____ Monthly Rent: \$ _____ Security Deposit: \$ _____
Initial Lease Term Requested: _____ (months)

Property Condition: Applicant has has not viewed the Property in-person prior to submitting this application.

Applicant is strongly encouraged to view the Property in-person 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) _____ (e-mail)
 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 _____

Emergency Contact: (Do not insert the name of an occupant or co-applicant.)

Name and Relationship: _____
Address: _____
City: _____ State: _____ Zip Code: _____
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: _____

Residential Lease Application concerning 6418 E Lovers Ln, Dallas, TX 75214

Applicant's Previous 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 Current Employer: _____
Address: _____ (street, city, state, zip)
Employment Verification Contact: _____ 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)
Employment Verification Contact: _____ Phone: _____
Fax: _____ E-mail: _____

Employed from _____ to _____ Gross Monthly Income: \$ _____ Position: _____
Note: Applicant is responsible for including the appropriate contact information for employment verification purposes.

Describe other income Applicant wants considered: _____

List all vehicles to be parked on the Property:

Type	Year	Make	Model	License Plate No./State	Mo. Payment

Will any animals (dogs, cats, birds, reptiles, fish, and other animals) be kept on the Property? yes no
If yes, list all animals to be kept on the Property:

Type & Breed	Name	Color	Weight	Age in Yrs.	Gender	Neutered?	Bite History?	Rabies Shots Current?	Assistance Animal?
						<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
						<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
						<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
						<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N

If any of the animals listed above are assistance animals, please provide appropriate documentation with a reasonable accommodation request for the assistance animal(s).

<u>Yes</u>	<u>No</u>
<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?

Residential Lease Application concerning 6418 E Lovers Ln, Dallas, TX 75214

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

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?
 been convicted of a crime? If yes, provide the location, year, and type of conviction below.
 Is any occupant a registered sex offender? If yes, provide the location, year, and type of conviction below.
 had any credit problems, slow-pays or delinquencies? If yes, provide more information below.
 Is there additional information Applicant wants considered?

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.

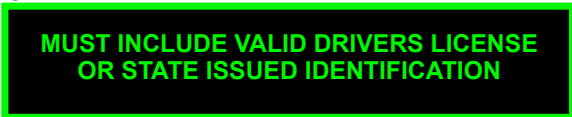
Privacy Policy: Landlord's agent or property manager maintains a privacy policy that is available upon request.

Fees: Applicant submits a non-refundable fee of \$ _____ to _____ (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.
- (4) Applicant is responsible for any costs associated with obtaining information.

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: _____

Residential Lease Application concerning 6418 E Lovers Ln, Dallas, TX 75214



**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®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2018

I, _____ (Applicant), have submitted an application to lease a property located at 6418 E Lovers Ln, Dallas, TX 75214 _____ (address, city, state, zip).

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

<u>Ray Mach / Raymond Leon & Associates, LLC</u>	(name)
<u>5827 Del Roy Dr</u>	(address)
<u>Dallas, TX 75230</u>	(city, state, zip)
<u>(214)502-9852</u> (phone) <u>(214)520-4443</u>	(fax)
<u>raymach@raymondleon.com</u>	(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.



Information About Brokerage Services

Texas law requires all real estate licensees 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.

RAYMOND LEON & ASSOCIATES, LLC	0597291	RAYMACH@RAYMONDLEON.COM	(214)520-4443
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
RAY MACH	0473115	RAYMACH@RAYMONDLEON.COM	(214)502-9852
Designated Broker of Firm	License No.	Email	Phone
RAY MACH	0473115	RAYMACH@RAYMONDLEON.COM	(214)502-9852
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
RAY MACH	0473115	RAYMACH@RAYMONDLEON.COM	(214)502-9852
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission
TXR-2501

Raymond Leon & Associates, LLC, 5827 Del Roy Dr Dallas TX 75230
Ray Mach

Information available at www.trec.texas.gov
IABS 1-0 Date

Phone: (214) 520-4443 Fax: (214) 520-4443

5827 DEL ROY

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com



LANDLORD'S TENANT SELECTION CRITERIA & GROUNDS FOR DENIAL



The Landlord's Tenant Selection criteria are provided in reference to the Property located at the following address:

(Street Address, City, State, Zip): 6418 E Lovers Lane, Dallas, TX 75214

These Tenant Selection Criteria are being provided to you pursuant to Texas Property Code Section 92.3515. The following constitute grounds upon which Landlord will be basing the decision to lease the Property to You. If your application is denied based upon information obtained from your credit report, you will be notified.

1. **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.
2. **Previous 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.
3. **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 Landlord's decision to lease the Property to you.
4. **Credit History:** Landlord will obtain a Credit Reporting Agency (CRS) 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.
5. **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.

Texas Property Code, Sec 92.3515 requires that landlords must make available to lease applicants a copy of the Landlord's Tenant Selection Criteria and Grounds for Denial. Tenant selection criteria MUST BE ACKNOWLEDGED by applicant at the time of application. Signing this acknowledgement indicates that applicant has had the opportunity to review the landlord's tenant selection criteria. The tenant selection criteria may include items such as rental history, employment history, criminal background, credit history, current income, etc. If applicant does not meet the selection criteria, or provides inaccurate or incomplete information, the application may be rejected and the application fee will not be refunded. Failure to make tenant selection criteria available to potential tenants who are later denied could result in a landlord's inability to retain any application fee or deposit.

Listing Brokerage does not act in any capacity of Property Management and is hired by Owner to market the home For Lease and to identify able and willing tenants.

THIS FORM PREPARED IN THE OFFICE OF: The Setliff Law Firm, 112 N Arizona Dr, Celina, TX 75009 (214) 789-2993

Tenant
Initial

Tenant
Initial



LANDLORD'S TENANT SELECTION CRITERIA & GROUNDS FOR DENIAL

(CONTINUED)



Raymond Leon & Associates, LLC recommends the criteria listed in the table below (landlord's selection indicates a desire to use these criteria if Landlord so requests from Tenant - not all items checked YES may be requested). Landlord may also indicate additional qualifying criteria, i.e.: no guarantors, no Section 8, etc.

However, landlords must comply with state and federal Fair Housing Laws and not discriminate on the basis of race, color, national origin, religion, sex, familial status, or handicapped status.

YES <u>X</u>	NO ___	Minimum 2-year verifiable rental history OR minimum 2-year verifiable mortgage payments
YES <u>X</u>	NO ___	Minimum 2-year verifiable employment history OR self-employed applicants to provide two previous years' tax returns attested by a CPA or other tax professional
YES <u>X</u>	NO ___	Credit history, evictions, foreclosures (within past 5 years), bankruptcies (within past 5 years), and judgements for landlords regarding rent or property damages
YES <u>X</u>	NO ___	Criminal background Per HB 1510 (1/1/16) & Fair Housing Act Standards (4/4/16)
YES <u>X</u>	NO ___	Current income to meet or exceed 3 times the monthly rent
YES <u>X</u>	NO ___	An application may be denied for smoking inside the premises
YES <u>X</u>	NO ___	An application may be denied for pets kept inside the premises. Subject to Tenant's Rights Laws
YES <u>X</u>	NO ___	An application may be denied for outdoor pets. Subject to Tenant's Rights Laws.
YES <u>X</u>	NO ___	An application may be denied for failure to provide accurate or complete information on the application form.
YES ___	NO <u>X</u>	Housing Assistance/Section 8 - except if the person is a military veteran (SB 267) (effective 9/1/15)

DocuSigned by:
 4/24/2024
 Landlord Emily Stoehr Date Landlord Date

Signing this acknowledgement indicates that applicant has 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 applicant does not meet the selection criteria, or provides inaccurate or incomplete information, the application may be rejected and the application fee will not be refunded.

APPLICANTS MUST SIGN BEFORE APPLICATION WILL BE PROCESSED

 Applicant Date Applicant Date

 Applicant Date Applicant Date

Listing Brokerage does not act in any capacity of Property Management and is hired by Owner to market the home For Lease and to identify able and willing tenants.

THIS FORM PREPARED IN THE OFFICE OF: The Setliff Law Firm, 112 N Arizona Dr, Celina, TX 75009 (214) 789-2993



TENANT AND OCCUPANT INFORMATION

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2022

CONCERNING THE RESIDENTIAL LEASE OF THE PROPERTY AT 6418 E Lovers Ln, Dallas, TX 75214

A. Please list the Tenants from the above-referenced lease:

Name (first, middle, last) _____ Age: _____
E-mail _____ Home Phone _____ Mobile _____
Driver License No. _____ in _____ (state) Height _____
Date of Birth _____ Social Security/TIN _____ Marital Status _____

Name (first, middle, last) _____ Age: _____
E-mail _____ Home Phone _____ Mobile _____
Driver License No. _____ in _____ (state) Height _____
Date of Birth _____ Social Security/TIN _____ Marital Status _____

Name (first, middle, last) _____ Age: _____
E-mail _____ Home Phone _____ Mobile _____
Driver License No. _____ in _____ (state) Height _____
Date of Birth _____ Social Security/TIN _____ Marital Status _____

Name (first, middle, last) _____ Age: _____
E-mail _____ Home Phone _____ Mobile _____
Driver License No. _____ in _____ (state) Height _____
Date of Birth _____ Social Security/TIN _____ Marital Status _____

B. Please list any other Occupants who are not Tenants from the above-referenced lease:

Name (first, middle, last) _____ Age: _____
E-mail _____ Home Phone _____ Mobile _____
Driver License No. _____ in _____ (state) _____
Date of Birth _____ Height _____ Marital Status _____

Name (first, middle, last) _____ Age: _____
E-mail _____ Home Phone _____ Mobile _____
Driver License No. _____ in _____ (state) _____
Date of Birth _____ Height _____ Marital Status _____

Name (first, middle, last) _____ Age: _____
E-mail _____ Home Phone _____ Mobile _____
Driver License No. _____ in _____ (state) _____
Date of Birth _____ Height _____ Marital Status _____

Name (first, middle, last) _____ Age: _____
E-mail _____ Home Phone _____ Mobile _____
Driver License No. _____ in _____ (state) _____
Date of Birth _____ Height _____ Marital Status _____

Residential Lease concerning: 6418 E Lovers Ln, Dallas, TX 75214

Name (first, middle, last) _____ Age: _____
E-mail _____ Home Phone _____ Mobile _____
Driver License No. _____ in _____ (state) _____
Date of Birth _____ Height _____ Marital Status _____

C. Please list the named representatives who may represent the Tenants in the event of death under Paragraph 34F of the above-referenced lease (note: do not list the tenant or other occupant in this section):

Name (first, middle, last) _____ Age: _____
Date of Birth _____ Relationship: _____
E-mail _____ Home Phone _____ Mobile _____
Driver License No. _____ in _____ (state) _____

D. Please list any animal(s) on the Property and provide the following information:

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Spayed/Neutered? yes no Rabies Shots Current yes no Assistance animal? yes no

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Spayed/Neutered? yes no Rabies Shots Current yes no Assistance animal? yes no

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Spayed/Neutered? yes no Rabies Shots Current yes no Assistance animal? yes no

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Spayed/Neutered? yes no Rabies Shots Current yes no Assistance animal? yes no

E. Emergency Contact: (Do not insert the name of an occupant or tenant.)

Name and Relationship: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ E-mail: _____

F. Privacy Policy: Landlord's agent or property manager maintains a privacy policy that is available upon request.

Note: This form is informational only and does not amend the lease.

Tenant Date Tenant Date

Tenant Date Tenant Date



ADDENDUM REGARDING RENTAL FLOOD DISCLOSURE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2021.

ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT 6418 E Lovers Ln, Dallas, TX 75214

THIS ADDENDUM IS A DISCLOSURE OF LANDLORDS' KNOWLEDGE AS OF THE DATE SIGNED BY THE LANDLORD. IT IS NOT A WARRANTY OF ANY KIND NOR A PREDICTION OF FUTURE EVENTS BY LANDLORD, LANDLORD'S AGENTS, OR ANY OTHER AGENT.

A. 100-YEAR FLOODPLAIN. Landlord is or is not aware that the dwelling you are renting is located in a 100-year floodplain. If neither box is checked, you should assume the dwelling is in a 100-year floodplain. Even if the dwelling is not in a 100-year floodplain, the dwelling may still be susceptible to flooding. The Federal Emergency Management Agency (FEMA) maintains a flood map on its Internet website that is searchable by address, at no cost, to determine if a dwelling is located in a flood hazard area. Most tenant insurance policies do not cover damages or loss incurred in a flood. You should seek insurance coverage that would cover losses caused by a flood.

B. DAMAGE TO A DWELLING DUE TO FLOODING DURING THE LAST FIVE-YEAR PERIOD. Landlord is or is not aware that the dwelling you are renting has flooded at least once within the last five years.

**For purposes of this notice:*

"100-year floodplain" means any area of land designated as a flood hazard area with a one percent or greater chance of flooding each year by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.). A landlord is not required to disclose on the notice that the landlord is aware that a dwelling is located in a 100-year floodplain if the elevation of the dwelling is raised above the 100-year floodplain flood levels in accordance with federal regulations.

"Flooding" means a general or temporary condition of partial or complete inundation of a dwelling caused by: (A) the overflow of inland or tidal waters; (B) the unusual and rapid accumulation of runoff or surface waters from any established water source such as a river, stream, or drainage ditch; or (C) excessive rainfall.

The undersigned Tenant acknowledges receipt of the foregoing notice.

DocuSigned by:
Emily Stoehr
Landlord **Emily Stoehr** Date 4/24/2024

Tenant Date

Landlord Date

Tenant Date

Tenant Date



TEXAS DEPARTMENT OF LICENSING & REGULATION

Help! I have mold (What is it?)

Mold is a type of fungus that is present everywhere in our natural environment. Mold spores, which are tiny microscopic 'seeds,' can be found anywhere, including inside homes, and are a part of the general dust found in homes. These spores can begin to grow on building materials and furnishings if they get wet or stay moist. If visible mold is allowed to grow unchecked, it will eventually damage what it is growing on, which may include both the building and personal belongings.

The key to preventing mold growth is preventing moisture problems by finding and stopping the source of moisture such as a plumbing or roof problem and then quickly fixing and drying any water leaks or spills that might occur. Common moisture problems include pipe leaks, roof leaks, floodwaters, sewage back-ups and over-flowing toilets/sinks/bathtubs.

Tenants should promptly notify their landlord when they find a moisture problem or mold growth. Any conversations should be followed up with a letter to the landlord to avoid misunderstandings. Sending such a letter by certified mail, return receipt requested, provides the best proof that it has been received. Keep a copy of the letter for future reference.

What can TDLR do?

TDLR regulates professionals who provide mold assessment and remediation services in Texas to ensure that the public has access to mold assessors and remediators who are properly trained and licensed. TDLR does not have regulatory authority to require inspection or testing for moisture or mold in homes, apartments or other buildings and cannot require a landlord or someone else to clean or remove mold.



MOLD REMEDIATION CONSUMER PROTECTION

For more information, please contact the TDLR Office of Strategic Communication: media.inquiries@tdlr.texas.gov

TXR 2507

Is mold testing necessary?

Generally, it's not necessary to identify the species of mold growing in a residence, and the Centers for Disease Control (CDC) does not recommend routine sampling for molds. It's more important to find the source of the moisture and eliminate it, otherwise the problem will return. When the moisture is eliminated, the mold will no longer grow and will die.

If you or your landlord choose to pay for testing before remediation work starts, the licensed mold assessment consultant who will do the assessment should establish criteria for interpreting the test results. When mold cleanup is necessary, the licensed mold assessment consultant will develop a protocol that the mold remediation contractor will follow. The protocol will specify the estimated quantities and locations of materials to be remediated, methods to be used and cleanup criteria that must be met.

The results of mold samples taken in your unique situation cannot be interpreted without physical inspection of the contaminated area or without considering the building's characteristics and the factors that led to the present condition.

TDLR recommends that people consult a health care provider if they are concerned about the effects of mold on their health.

What can I do about the mold?

Tenants and landlords should try to work cooperatively to investigate and correct moisture problems and remove mold growth. If you can see mold or smell a musty odor, carefully inspect the home, paying special attention to hidden areas such as plumbing access areas, crawl spaces, behind mirrors and furniture, attics, closets and cupboards.

Mold growth should be cleaned from non-porous surfaces such as concrete, metal, glass, tile, and solid wood. Mold growth is difficult to clean from absorbent (porous) surfaces such as drywall, carpet, fleecy furnishings and insulation, so these kinds of moldy materials should be removed and discarded.

Merely applying a chemical such as bleach to drywall, without removing the mold source, is not a permanent effective solution. Painting over mold is also not an effective solution.

Personal belongings can be kept if there is no mold growth on them. These items may need a deep cleaning to remove mold particles (spores) that have settled in the fabric.

Who can do this work?

TDLR licenses people and companies who inspect and test for mold in buildings (mold assessment), and those who clean and remove mold (mold remediation). Be sure to confirm that the professionals you're hiring are licensed by TDLR to perform this service.

In most instances, areas of visible mold less than 25 contiguous square feet in area may be cleaned or removed by people who are not licensed.

- Owners or managers of buildings with fewer than 10 dwelling units do not have to be licensed to perform mold assessment or mold remediation on a residential property. This exemption applies regardless of the total surface area within the residential property that is affected by mold growth.
- The remediation of 25 contiguous square feet or more of visible mold in residential properties with 10 or more units must be conducted by a licensed Mold Remediator. Small areas of mold growth (less than 25 contiguous square feet) can be cleaned/removed by an owner or by maintenance staff.

DS
ES

My landlord won't do anything about the mold. Who can help me?

Mold issues are typically governed by the lease agreement and treated like other maintenance matters where you would submit a written request to your landlord or property owner. Current Texas law does not require landlords or property owners to inspect for or clean mold.

TDLR cannot advise you on legal issues such as paying rent, requesting to be moved to another unit, breaking your lease, or preventing an eviction. Tenants are encouraged to work with their landlords and property owners to come to mutual agreement about how to deal with a mold situation.

Here are some resources:

- A tenant can try to file a complaint with the local city or county health department. You can find listings of Local Health Departments in Texas at: <http://www.dshs.texas.gov/regions/lhds.shtm>.
- You could contact your City Building Official (Code Compliance). The building official may inspect the unit to determine if it is structurally sound. They may also, in some cases, enforce maintenance provisions of the building code.
- The Texas Office of the Attorney General (OAG) has advice for consumers here: www.oag.state.tx.us/consumer/tenants.shtml.
- For legal assistance, you may wish to contact the State Bar of Texas Lawyer Referral and Information Service: (800) 252-9690.
- Texas Apartment Association, Resources for Renters: <http://www.taa.org/renterinfo>.
- Texas Tenant Advisor: <http://texastenant.org/>
- TDLR consumer mold information sheet: <https://www.tdlr.texas.gov/mld/pdf/CMIS.pdf>

Links

MOLD STATUTE AND RULES:

<https://www.tdlr.texas.gov/mld/mld.htm>

LICENSED TEXAS MOLD ASSESSORS AND REMEDIATORS:

<https://www.tdlr.texas.gov/LicenseSearch/LicenseSearch.asp>

FILE A COMPLAINT REGARDING MOLD LICEN SEES, OR REPORT UNLICENSED ACTIVITIES:

<https://www.tdlr.texas.gov/complaints/>

U.S. CENTERS FOR DISEASE CONTROL (CDC) INFORMATION ABOUT MOLDS:

<http://www.cdc.gov/mold/faqs.htm>

Mold prevention tips

- Use a towel or squeegee to dry off wet surfaces after bathing. Bathtub or showers corners and joints, including tile crevices, are more susceptible to mold growth, so be sure to dry off those surfaces.
- Keep humidity levels as low as you can — no higher than 50% — all day long. An air conditioner or dehumidifier will help you keep the level low.
- Use air conditioner or a dehumidifier during humid months.
- Clean bathroom with mold-killing products.
- Do not carpet bathrooms.
- Quickly clean up and dry any liquids that might get on carpets. (If carpets stay wet, notify the landlord).
- Ensure good air movement in your home: open windows when possible.