109 WINDMILL DRIVE #A1 · SAN MARCOS, TX 78666
(512) 396-4181 · MANAGER@WINDMILLTOWNHOMES.COM

APPLICATION PACKET

Pre-Leasing Steps

Read these steps carefully and you shouldn't have any problem pre-leasing at the Small, Clean and Quiet community of Windmill Townhomes and Duplexes.

1. **Schedule a tour!** Set a date and time to come view an empty unit.

2. Choose 3 floor plans from either our **website** or the brochures. If any of the 3 floor plans you have chosen are not available by the date requested, we will notify you at least 45 days before the expected move-in date. Your application fees and deposits will be refunded. However, your deposit is not refundable if you cancel a Pre-Lease.

3. While in the office, ask for a Rental Application Packet and Pre-Lease Form.

4. Return the Rental Application Packet with your completed Pre-Lease Form, Application, **$125 Application Fee** and **$150 Deposit ($275 total per person)**. Please also bring a **Copy of Valid ID**.

5. If applicants do not have a combined gross monthly income of at least six times monthly rent, each applicant must have a guarantor. Within seven days of turning in your Rental Applications & Deposits, email a completed **Lease Contract Guaranty Application** (co-signer form) to **manager@windmilltownhomes.com**. Or, turn in the form at the office night drop.

6. Three days after the Lease Contract Guaranty applications are turned in or emailed, we will email you if your applications are NOT approved.

7. We will email your new Lease to both you and your roommate to sign within 45 days of your move-in date. Please make sure we have all the correct email addresses for both you and your roommate. Click here to see a **Sample Lease Agreement**.

8. Please make arrangements at least 10 days before your move-in date to have electricity and internet turned on. You must have electricity turned on before you can take possession of your townhome or duplex. Please see our **Local Services** page for more information about turning on electricity.

9. Enjoy your stay with us at Windmill Townhomes & Duplexes!

TEXAS APARTMENT ASSOCIATION
M E M B E R

Rental Application for Residents and Occupants

Each co-resident and each occupant over 18 must submit a separate Application.

ABOUT YOU

Full name (exactly as it appears on driver license or govt. ID card)

_____

Former name (if applicable) _____

Gender _____ Birthdate _____ Social Security # _____

Driver license # _____ State _____

Government ID # _____ State *(if applicable)* _____

Home phone _____ Cell phone _____

Work phone _____ Email address _____

Marital status ❒ single ❒ married U.S. citizen? ❒ yes ❒ no Do you or does any occupant smoke? ❒ yes ❒ no

I am applying for the apartment located at _____

Is there another co-applicant? ❒ yes ❒ no

Co-applicant name _____ Email _____

Co-applicant name _____ Email _____

Co-applicant name _____ Email _____

Co-applicant name _____ Email _____

OTHER OCCUPANTS

Full name _____ Relationship _____

Birthdate _____ Social Security # _____

Driver license # _____ State _____

Government ID # _____ State *(if applicable)* _____

Full name _____ Relationship _____

Birthdate _____ Social Security # _____

Driver license # _____ State _____

Government ID # _____ State *(if applicable)* _____

Full name _____ Relationship _____

Birthdate _____ Social Security # _____

Driver license # _____ State _____

Government ID # _____ State *(if applicable)* _____

Full name _____ Relationship _____

Birthdate _____ Social Security # _____

Driver license # _____ State _____

Government ID # _____ State *(if applicable)* _____

WHERE YOU LIVE

Current home address (where you live now) _____

City _____ State _____ Zip _____

Do you ❒ rent or ❒ own? Beginning date of residency: _____ Monthly payment $_____

Apartment name _____

Name of owner or manager _____

Phone _____ Reason for leaving _____

Previous home address (most recent) _____

City _____ State _____ Zip _____

Do you ❒ rent or ❒ own? Dates: From _____ To _____ Monthly payment $_____

Apartment name _____

Name of owner or manager _____

Phone _____ Reason for leaving _____

YOUR WORK

Current employer _____

Address _____

City _____ State _____ Zip _____

Work phone _____ Beginning date of employment _____

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YOUR WORK, continued

Gross monthly income $_____ Position _____

Supervisor _____ Phone _____

Previous employer (most recent) _____

Address _____

City _____ State _____ Zip _____

Work phone _____ Dates: From _____ To _____

Gross monthly income $_____ Position _____

Supervisor _____ Phone _____

ADDITIONAL INCOME

(Income must be verified to be considered.)

Type _____ Source _____ Gross monthly amount $_____

Type _____ Source _____ Gross monthly amount $_____

CREDIT HISTORY

If applicable, please explain any past credit problem: _____

_____

_____

RENTAL AND CRIMINAL HISTORY

Check only if applicable.

Have you 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 convicted or received probation (other than deferred adjudication) for a felony, sex crime, or any crime against persons or property?

Please indicate below the year, location, and type of each felony, sex crime, or any crime against persons or property for which you were convicted or received probation. We may need to discuss more facts before making a decision. You represent the answer is "no" to any item not checked above. _____

_____

HOW DID YOU FIND US?

❒ Online search (website address) _____

❒ Referral from a person or locator? Name _____

❒ Social media (please be specific) _____

❒ Other _____

EMERGENCY CONTACT

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

Name _____ Relationship _____

Address _____

City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____

Work Phone _____ Email Address _____

If you die or are seriously ill, missing, or incarcerated 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.

YOUR VEHICLES

(If applicable)

List all vehicles owned or operated by you or any occupants (including cars, trucks, motorcycles, trailers, etc.)

Make _____ Model _____ Color _____

Year _____ License # _____ State _____

Make _____ Model _____ Color _____

Year _____ License # _____ State _____

Make _____ Model _____ Color _____

Year _____ License # _____ State _____

Make _____ Model _____ Color _____

Year _____ License # _____ State _____

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YOUR ANIMALS *(if applicable)*

You may not have any animal in your unit without management's prior authorization in writing. If we allow your requested animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges.

Kind _____ Weight _____

Breed _____ Age _____

Kind _____ Weight _____

Breed _____ Age _____

Application Agreement

The following Application Agreement will be signed by you and all co-applicants prior to signing a Lease. While some of the information below may not yet apply to your situation, there are some provisions that may become applicable prior to signing a Lease. In order to continue with this Application, you'll need to review the Application Agreement carefully and acknowledge that you accept the terms.

1. **Apartment Lease information.** The Lease contemplated by the parties will be the current TAA Lease. Special information and conditions must be explicitly noted on the Lease.
2. **Approval when Lease is signed in advance.** If you and all co-applicants have already signed the Lease 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, and then credit the application deposit of all applicants toward the required security deposit.
3. **Approval when Lease isn't yet signed.** If you and all co-applicants have not signed the Lease 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 when you and all co-applicants have signed, and then credit the application deposit of all applicants toward the required security deposit.
4. **If you fail to sign Lease after approval.** Unless we authorize otherwise in writing, you and all co-applicants must sign the Lease 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 **your Application will be deemed withdrawn**, and we may keep the application deposit as liquidated damages, and terminate all further obligations under this Agreement.
5. **If you withdraw before approval.** If 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.
6. **Approval/non-approval.** If we do not approve your Application within 7 days after the date we received a completed Application, your Application will be considered "disapproved." 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. The 7-day time period may be changed only by separate written agreement.
7. **Refund after non-approval.** If you or any co-applicant is disapproved or deemed disapproved under Paragraph 6, we'll refund all application deposits within 30 days of such disapproval. Refund checks may be made payable to all co-applicants and mailed to one applicant.
8. **Extension of deadlines.** If the deadline for approving or refunding under paragraphs 6 or 7 falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next business day.
9. **Keys or access devices.** We'll furnish keys and/or access devices only after: (1) all parties have signed the Lease and other rental documents referred to in the Lease; and (2) all applicable rents and security deposits have been paid in full.
10. **Application submission.** Submission of an Application does not guarantee approval or acceptance. It does not bind us to accept the applicant or to sign a Lease. Images on our website may represent a sample of a unit and may not reflect specific details of any unit. For information not found on our website regarding unit availability, unit characteristics, pricing or other questions, please call or visit our office.
11. **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-applicants is considered notice from all co-applicants.

Disclosures

1. **Application fee (non-refundable).** You agree to pay to our representative the non-refundable application fee in the amount indicated in paragraph 3. Payment of the application fee does not guarantee that your Application will be accepted. The application fee offsets the cost of screening an applicant for acceptance.
2. **Application deposit (may or may not be refundable).** In addition to any application fees, you agree to pay to our representative an application deposit in the amount indicated in paragraph 3. The application deposit is not a security deposit. The application deposit will be credited toward the required security deposit when the Lease has been signed by all parties; OR, it will be refunded under paragraph 7 if the applicant is not approved; OR it will be retained by us as liquidated damages if you fail to sign or withdraw under paragraphs 4 and 5 of the Application Agreement.
3. **Fees due.** Your Application will not be processed until we receive your completed Application (and the completed Application of all co-applicants, if applicable) and the following fees:

   A. Application fee (non-refundable): $ 125.00
   B. Application deposit (may or may not be refundable) $ 150.00

4. **Completed Application.** Your Application will not be considered "complete" and will not be processed until we receive the following documentation and fees:

   A. Your completed Application;
   B. Completed Applications for each co-applicant (if applicable);
   C. Application fees for all applicants;
   D. Application deposit.

Authorization and Acknowledgment

I authorize Windmill Townhomes

_____

(name of owner/agent) to obtain reports from any consumer or criminal record reporting agencies before, during, and after residency on matters relating to a lease by the above owner to me and to verify, by all available means, the information in this Application, including criminal background information, income history and other information reported by employer(s) to any state employment security agency. Work history information may be used only for this Application. Authority to obtain work history information expires 365 days from the date of this Application. You agree the information provided may be used for business purposes.

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Payment Authorization

I authorize Windmill Townhomes

(name of owner/agent) to collect payment of the application fee and application deposit in the amounts specified under paragraph 3 of the Disclosures.

Non-sufficient funds and dishonored payments. 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 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:

1. Applicant shall pay a charge of $ 25.00 for each returned payment; and
2. We reserve the right to refer the matter for criminal prosecution.

Acknowledgment

You declare that all your statements in this Application are true and complete. **Applicant's submission of this Application, including payment of any fees and deposits, is being done only after applicant has fully investigated, to its satisfaction, those facts which applicant deems material and necessary to the decision to apply for a rental unit.** You authorize us to verify your information 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 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, 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, the rules, and financial obligations. Fax or electronic 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 Application and Lease, 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 if agreed to in writing by all parties. You are entitled to a copy of the Lease after it is fully signed.

Images on our website may represent a sample of a unit and may not reflect specific details of any unit. For information not found on our website regarding availability, unit characteristics or other questions, please call or visit our office.

This Application and the Lease are binding documents when signed. Before submitting an Application or signing a Lease, you may take a copy of these documents to review and/or consult an attorney. Additional provisions or changes may be made in the Lease if agreed to in writing by all parties.

Applicant's signature _____ Date _____

FOR OFFICE USE ONLY

1. Apt. name or dwelling address (*street, city*): _____ Unit # or type: _____
2. Person accepting application: _____ Phone: _____
3. Person processing application: _____ Phone: _____
4. Date that the applicant or co-applicant was notified ☐ by telephone, ☐ by letter, ☐ by email, 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 or persons notified (*if there are more than one applicant, at least one of them must be notified*): _____
6. Name of owner's representative who notified the applicant: _____

Additional comments: _____

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APPLICATION PACKET

Resident Qualifying Criteria

for Windmill Townhomes

We are delighted that you are interested in leasing a dwelling in our apartment community. In order to help you in making your decision, we have listed below the criteria for qualifying as a resident with us.

1. A separate rental application must be fully completed, dated and signed by each applicant and all co-applicants. Spouses can complete one rental application.
2. The rental application will be reviewed when submitted so we'll have all information needed to determine your eligibility.
3. Each applicant must provide government photo identification and allow it to be photocopied.
4. Applicants who are first-time renters or who do not have sufficient income under paragraph 6 below may qualify by having the lease guaranteed by a guarantor. The guarantor must have a gross monthly income of at least **4** times the monthly rent and must meet all other qualifying criteria. The guarantor must complete and sign a lease guaranty agreement. The lease may be guaranteed only by a relative or employer. Guarantors may be held responsible for the entire rent and other costs, such as damages, as long as you live at this property, even if you have roommates.
5. If applicant's family will be occupying the dwelling, the family size must be appropriate for the available apartment, i.e., no more than two adults per bedroom, in most circumstances. See our attached family occupancy policy, covering various sizes and configurations of units and children's ages during the lease term.
6. Employment and monthly income must be verifiable. Total monthly income of all applicants must be **6** times monthly rent. (Otherwise, a guarantor is necessary.)
7. Applicant(s) may be denied occupancy for the following reasons:

- Falsification of application by any applicant
- Incomplete application by any applicant
- Insufficient income (total of all applicants)
- Criminal conviction history of violent or sexual crime committed by any applicant or by other occupants (including children) who plan to live in unit
- Poor credit history of any applicant (credit reports are obtained; previous bankruptcy requires an additional security deposit equal to one month's rent)
- Poor rental profile of any applicant (rental history reports are obtained). Rental history of:
  - Non-payment or frequent late payment of rent
  - Eviction
  - Drug use
  - Poor housekeeping
  - Poor supervision of applicant's children
  - Unruly or destructive behavior by applicant, applicant's children or applicant's guests
  - Violence to persons or property by applicant, applicant's children or applicant's guests

We do not discriminate on the basis of race, color, creed, religion, sex, national origin, disability or familial status.

I ACKNOWLEDGE THAT I HAD AN OPPORTUNITY TO REVIEW THE PROPERTY'S RENTAL SELECTION CRITERIA, WHICH INCLUDES REASONS WHY MY APPLICATION MAY BE DENIED, SUCH AS CRIMINAL HISTORY, CREDIT HISTORY, CURRENT INCOME, AND RENTAL HISTORY. I UNDERSTAND THAT IF I DO NOT MEET THE PROPERTY'S RENTAL SELECTION CRITERIA OR IF I FAIL TO ANSWER ANY QUESTION OR GIVE FALSE INFORMATION, THE PROPERTY MAY REJECT THE APPLICATION, RETAIN ALL APPLICATION FEES, ADMINISTRATIVE FEES, AND DEPOSITS AS LIQUIDATED DAMAGES FOR ITS TIME AND EXPENSE, AND TERMINATE MY RIGHT OF OCCUPANCY.

APPLICANT 1 SIGNATURE	DATE	APPLICANT 2 SIGNATURE	DATE

APPLICANT 3 SIGNATURE	DATE	APPLICANT 4 SIGNATURE	DATE

TEXAS APARTMENT ASSOCIATION
M E M B E R

Lease Contract Guaranty

Do not sign this form unless you understand that you have the same liability as all residents for rent and other money owed.

Date when filled out: _____

LEASE CONTRACT INFORMATION

Please print.

About the Lease: Date of Lease Contract (*see the top left corner on page 1 of the Lease Contract*): _____

Owner's name (*or name of apartments*): Windmill Townhomes

Resident names (*list all residents on Lease Contract*): _____

Last date for Guarantor renewal: _____

Unit # of apartment: _____ ***AND*** street address of dwelling being leased: 109 Windmill Drive

City/State/Zip: San Marcos, TX 78666

Monthly rent for dwelling unit: $ _____

Reletting charge: $ _____

Beginning date of Lease Contract: _____

Ending date of Lease Contract: _____

GUARANTOR INFORMATION

Please print. Use for one guarantor only (can include guarantor's spouse).

About the Guarantor:

Full name (*exactly as on driver's license or gov't ID card*): _____

Current address: _____

City/State/Zip: _____

Phone: (_____) _____

Alternative number or cell phone: (_____) _____

Email address: _____

Your Social Security #: _____

Birthdate: _____ Sex: _____

Driver's license # and state: _____

OR gov't photo ID card #: _____

Marital status: ☐ single ☐ married ☐ divorced ☐ widowed ☐ separated

Total number of dependents under 18 or in college: _____

What is your relationship to the resident or residents?
☐ parent ☐ brother/sister ☐ employer ☐ other _____

Do you (***check one***) ☐ own ***OR*** ☐ rent your home?

If renting, name of apartments: _____

Manager's name: _____ Phone: _____

Are you or your spouse a guarantor for any other lease? ☐ Yes ☐ No

If so, how many? _____

Your Work:

Current employer: _____

Employer's address: _____

City/State/Zip: _____

Work phone: (_____) _____

Alternative phone: (_____) _____

Email address: _____

How long with this employer: _____ Position: _____

Your gross monthly income is over: $ _____

Supervisor's name: _____ Phone: _____

Your Spouse:

Full name (*exactly as on driver's license or gov't ID card*): _____

Driver's license # and state: _____

OR gov't photo ID card #: _____

Your Social Security #: _____

Birthdate: _____

Alternative number or cellphone: (_____) _____

Email address: _____

Current employer: _____

How long: _____ Position: _____

Your gross monthly income is over: $ _____

Your Credit and Rental History:

Your bank's name: _____

City/State _____

List major credit cards: _____

To your knowledge, have you, your spouse, or any resident listed in this Guaranty ever: ☐ been asked to move out? ☐ broken a rental agreement? ☐ been sued for rent? ☐ declared bankruptcy?

To your knowledge, has any resident listed in this Guaranty ever: ☐ been sued for property damage? ☐ been convicted of or received probation for any felony or sex crime? Please explain: _____

1. **Scope of Liability.** Each guarantor must submit and execute a separate Lease Guaranty, unless guarantors are married. Termination of your obligation to guarantee the Lease applies only to future liabilities of the resident. You will remain liable for sums owed to us by the resident, including damages, until your Lease Guaranty ends. The term "you" in this Guaranty refers to the guarantor and the guarantor's spouse, if applicable.
2. **Our Remedies.** If we delay or fail to exercise lease rights, pursue remedies, give notices to you, or make demands to you, as guarantor, you will not consider it a waiver of our rights against you. Our remedies against the resident or residents apply to guarantor as well. All residents, guarantors, and guarantors' spouses are jointly and severally liable. It is unnecessary for us to sue or exhaust remedies against residents in order for you to be liable.
3. **Location of Performance and Payment.** This Guaranty is part of the Lease and must be performed in the county where the dwelling unit is located. Payments under this Guaranty must be mailed to or made in the county where the dwelling unit is located.
4. **Your Information.** You represent that all information submitted by you on this Guaranty is true and complete. You must inform us of any change of address. We may require this document to be notarized. You authorize verification of your information by consumer reports, rental-history reports, and other means. You acknowledge that our privacy policy is available to you.
5. **Signature.** A facsimile or electronic signature on this Guaranty will be binding as an original signature. You do not need to sign or be named in the Lease, only this Guaranty.
6. **Copy of Lease Contract.** ***We recommend that you obtain a copy of the Lease and read it.*** This Guaranty applies even if you don't do so. We will give you a copy of the Lease if you request one in writing.
7. **Your Acknowledgments.** ***You acknowledge that by signing this Lease Guaranty you unconditionally guarantee all obligations of all residents under the Lease, including rent, late charges, property damage, repair costs, animal-rules-violation charges, reletting charges, utility payments, and all other sums which may become due under the Lease. Guarantor is not liable for any increases in the amount of rent stated in this agreement, or is not liable if the lease parties change, regardless of any lease renewals or month-to-month renewals, unless the Guarantor agrees to a different amount or to different lease parties in a separate written agreement.***
8. **Length of Obligations.** Your obligations as guarantor will continue for (***check one***):
   ☐ only the initial Lease term, ***OR***
   ☒ all Lease terms and renewals, including automatic renewals, amendments, and modifications entered into by the date listed above as the "last date for Guarantor renewal." If neither box is checked, your obligations continue for the duration of all the Lease terms or renewals of the resident(s) entered into by the date specified above for Guarantor renewal.

_____
Signature of Guarantor

_____
Signature of Guarantor's Spouse (if applicable)

_____
Date of Signing Guaranty

FOR OFFICE USE ONLY:

Signatures of all Guarantors were verified by owner's representative.
Verification was by ☐ phone ***OR*** ☐ face-to-face meeting.
Date or dates of verification: _____
Telephone numbers called: _____
Guarantor or Guarantors contacted: _____

Owner's representative who talked to Guarantor or Guarantors: _____

After signing, please return the signed original of this Guaranty to
Windmill Townhomes
at (*street address or P.O. Box*) 109 Windmill Dr. A-1, San Marcos, TX 78666
or fax it to us at (512) 396-5488.
Our telephone number is (512) 396-4181.

You are entitled to a copy of this Lease Guaranty when it is fully signed. Keep it in a safe place.

TAA Official Statewide Form 16-U, Revised July, 2016
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