



TEXAS ASSOCIATION OF REALTORS® COMMERCIAL LEASE APPLICATION

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2010

1. INDIVIDUAL:

Name: _____
 E-mail: _____ Home Phone: _____
 Work Phone: _____ Mobile/Pager: _____
 Soc. Sec. No.: _____ Driver License No.: _____
 Date of Birth: _____
 Home Address: _____ How long at this address? _____
 Bank Name: _____
 Bank Address: _____
 Type Account: _____ Account No.: _____
 Type Account: _____ Account No.: _____
 Bank Officer: _____ Telephone: _____
 Your Employer: _____ Telephone: _____
 Employer Address: _____
 If employed less than two years, please list previous employer: _____
 Previous Employer Address and Telephone: _____

2. BUSINESS:

Name: _____
 E-mail: _____ Phone: _____
 Tax I.D. No.: _____ C Corp S Corp Gen'l Partnership L.L.P. L.L.C. P.A.
 Other Operating Name or DBA: _____
 Address: _____ How long at this address? _____
 Current Landlord or Management Company: _____
 Contract & Telephone No.: _____
 If less than two years at current address, please list previous Landlord: _____
 Previous Address & Telephone No.: _____
 Bank Name: _____
 Bank Address: _____
 Type Account: _____ Account No.: _____
 Type Account: _____ Account No.: _____
 Bank Officer: _____ Telephone: _____
 Please list two Credit References, their telephone numbers, and your account number for those references:

Emergency Contact Information:

Name: _____

Phone: _____

E-mail: _____

Attach the Following:

- Balance sheet
- Income statement
- Federal income tax returns for the past _____ years
- Proof of funds on deposit
- _____

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 other 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.

Applicant represents that the statements in this application are true and complete. Applicant understands that providing inaccurate or incomplete information is grounds for rejection of this application and that Landlord is relying on the truthfulness and completeness of the information in making Landlord's decision whether to enter into a lease with Applicant.

Date: _____

Applicant: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____



TEXAS ASSOCIATION OF REALTORS®
AUTHORIZATION TO RELEASE INFORMATION
RELATED TO A LEASE APPLICANT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
 ©Texas Association of REALTORS®, Inc. 2010

I, _____ (Applicant), have submitted an application to lease a property at _____ (address, city, state, zip).

The Landlord, Broker, or Landlord's representative is:

DeLaney Realty, Inc. (name)
7975 FM 78, Suite 101 (address)
San Antonio, Texas 78244-1800 (city, state, zip)
(210) 662-6000 (phone) delaneyrealty@delaney.org (email)

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 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.

Date: _____

Applicant: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____



Information About Brokerage Services

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

IF THE BROKER REPRESENTS THE OWNER:

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written - listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

IF THE BROKER REPRESENTS THE BUYER:

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

IF THE BROKER ACTS AS AN INTERMEDIARY:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License Act. The broker must obtain the written consent of each party to the transaction to act as an

intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you, you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

Buyer, Seller, Landlord or Tenant

Date

Texas Real Estate Brokers and Salespersons are licensed and regulated by the Texas Real Estate Commission (TREC). If you have a question or complaint regarding a real estate licensee, you should contact TREC at P.O. Box 12188, Austin, Texas 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)

(TAR-2501) 10-10-11

TREC No. OP-K

DeLaney Realty, Inc. 7975 FM 78, Suite 101 San Antonio, TX 78244-1800
Phone: (210)662-7355 204 Fax: (210)661-5511 Billy Williamson

Commercial Lease