

## **TENANT SELECTION CRITERIA and APPLICANT REQUIREMENTS**

Anyone occupying the property that is eighteen (18) years of age or older must fill out an application and submit a non-refundable application fee. Payment must be received before we will complete the verification process. We accept payments online with a credit card at [www.stoneoakmgmt.com](http://www.stoneoakmgmt.com) or cashiers check, money order, personal check, or cash (delivered to our office). We THOROUGHLY verify all applications for each client we represent. Our normal acceptable applicant will need to meet the requirements below. If you do not meet these minimum requirements, you should contact us before submitting your application in order to discuss your particular situation:

- 1) **Verification of Identity:** Each applicant will be REQUIRED to provide copies of proof of identity documents (at least one with a photo) such as Driver's License, Social Security card, Passport, etc.
- 2) **Income:** Gross monthly income, combined for all tenants should be at minimum three (3) times the monthly rent amount. Guarantors, when required, must have gross income greater than or equal to 5x the monthly rent
- 3) **Employment:** We require verifiable employment history for at least the past three (3) years. If you are self-employed, retired, or not employed, we can accept such documents as signed tax returns (2 years minimum), W-2's, bank statements, paycheck stubs, etc. that provide proof of applicant's ability to pay the rent. If military, we need a current copy of your LES.
- 4) **Residency:** We require verifiable residence history for at least three (3) years whether you currently own or rent.
- 5) **Credit History:** We will obtain a copy of your credit report. You cannot provide this to us, we will obtain this ourselves.
- 6) **Criminal, Sex Offense, and Terrorist Database History:** We will check for inclusion in these databases.
- 7) **Occupancy:** The total number of tenants and occupants may not exceed two (2) persons per bedroom.
- 8) **Pets:** Pet policies and deposits vary from home to home so please contact us to determine the pet policy for this home. Most homes are limited to the number and size of pets. **None of our homes permit dog types generally considered dangerous by common insurers**, including but not limited to: Akita, Bull Dog, Beauceron, Belgian Malinois, Caucasian Mtn Dog, German Shepherd, Great Dane, Keeshond, Mastiff, Rhodesian Ridgeback, Pit Bulls, Staffordshire Terriers, Dobermans, Rottweiler, Chows, Wolf Hybrids or any similar breed or mixed breed. Further any Farm, Saddle, or Exotic Animal, or any animal with bite history will not be accepted.
- 9) **Applicants will be denied** for the following or similar reasons: False, inaccurate, or incomplete applications; Evictions, judgments related to rental residency, tax liens, unpaid child support; current bankruptcy proceedings; felony convictions and out of prison or jail less than 5 years, multiple felonies, physical or violent crimes, domestic violence, sex offenses; and/or appearance on any sexual offense or terrorist database.
- 10) **Applicants may be denied** or required to pay additional deposit or rent, and/or have a co-signer/guarantor for the following or similar reasons: insufficient verifiable income, excessive late or NSF rent payments, broken leases, property damages, unpaid rent, mortgage not current, foreclosures, credit scores under 600 or no credit score, excessive credit collection balances, slow pays, drug related offenses, etc.
- 11) **Special Considerations:** Potential applicants who are studying any field related to the practice of law, are educated to practice law or any related fields, and/or are actively practicing law or working in the legal system in a related field need to contact us before submitting an application.

## **ACCEPTANCE AND MOVE-IN PROCEDURES**

- 1) We normally verify and review an application within two (2) business days of receipt PROVIDING ALL VERIFICATIONS CAN BE COMPLETED and application fees are paid. Holidays, delayed verification responses, additional information requirements, and other factors can slow the process. There is no need to contact us to check status. We will contact you when an update is available.
- 2) **Once an application has been accepted, the Applicant has until 5:00 P.M. the following CALENDAR day to deliver the Deposit and First Month's Rent to our offices (if not already done).** These funds must be in the form of two separate Cashier's Checks or money orders, one for rent and another for the deposit, made out to Stone Oak Management. We will not accept CASH for any reason. You also cannot pay this online. During this time, we will not remove the Property from the market; however, we will not process any further applications or present any other offers until the deadline has passed.
- 3) Accepted Applicant(s) will be sent the lease for online e-signatures. The lease will be filled out by us, but there will be items you must fill out on the lease as you go through and sign it. All documents should be thoroughly examined, and any questions should be addressed BEFORE signing the documents. Once the lease is completed arrangements will be made for access and keys.

**I have read and fully understand the above tenant application, selection criteria, and requirements.**

**Printed Name:**

**Signature:**

**Date:**

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Stone Oak Property Management  
13497 US Highway 183 Ste 700, Austin, TX 78750  
512.617.6766 Phone 512.994.2300 Fax

## Lease Application Checklist

(Please review this with the applicant and ensure they initial/sign as required)

Please initial upon receipt	The following items are needed with every application.	Office Use Only
	Completed & Signed Online OR Paper Lease Application (1 per person 18 & over)	
	This form and the "New Tenant Packet" download from <a href="http://www.stoneoakpm.com">www.stoneoakpm.com</a>	
	Application Fee for each person 18 & over (certified funds only)	
	Security Deposit (certified funds only)	
	Copies of government issued valid Photo ID for each applicant 18 & over	
	Income - Recent paystubs; or 2) 3 months bank statements for self-employed applicants and two (2) years W2/1099 or tax returns; and/or Employment Letter and Contact	
	3 years of residential history with landlord contact information (owner's and landlord will be verified via CAD public records system)	

### Criteria Considered For Residency

Rental history verifying residency	Verification of three or more years employment
Credit Report check	Criminal background check
Gross monthly income of all tenants should be a combined minimum of 3x monthly rent	Guarantor/Co-Signer require gross income of 5x monthly rent, if applicable
Debt to income ratios not to exceed 55% in total	No history of Evictions or Landlord Judgements

### The following may result in an automatic application denial

Felony conviction of violent or physical nature	Registered sex offender or multiple offender
Previous eviction or breaking a lease	No employment or credit score below 600

**No dangerous breed animals will be accepted:** Akita, Bull Dog, Beauceron, Belgian Malinois, Caucasian Mtn Dog, German Shepherd, Great Dane, Keeshond, Mastiff, Rhodesian Ridgeback, Pit Bulls, Staffordshire Terriers, Dobermans, Rottweiler, Chows, Wolf Hybrids or any similar breed or mixed breed. Further any Farm, Saddle, or Exotic Animal, or any Animal with Bite History will not be accepted

### Please have your applicant initial next to the following

I authorize Stone Oak Property Management to perform a criminal background check		I authorize Stone Oak Property Management to perform a credit check	
I acknowledge that the privacy policy is available at <a href="http://stoneoakpm.com">stoneoakpm.com</a>		Guarantor/Co-Signer and/or additional Deposits may be required	
<b><u>I UNDERSTAND THAT SUBMISSION OF THIS APPLICATION DOES NOT GUARANTEE APPROVAL. ADDITIONAL CONDITIONS MAY APPLY THAT WERE NOT LISTED IN THE ORIGINAL OFFER OR LISTING. APPLICATION FEES ARE NON-REFUNDABLE.</u></b> An applicant may be called directly for more information related to this application.			

Applicant's Name \_\_\_\_\_ Signature and Date \_\_\_\_\_

Applicant's Name \_\_\_\_\_ Signature and Date \_\_\_\_\_

# THIS DOCUMENT IS PART OF THE LEASE WHICH SPELLS OUT POLICIES AND OTHER IMPORTANT DETAILS

## Section 26 Special Provisions Exhibit for Lease Concerning:

Property Address: \_\_\_\_\_

1. **If your rent payment is rejected by your bank for any reason YOU WILL BE REQUIRED TO PAY RENT VIA CERTIFIED FUNDS (cashier's check or money order) AND YOU WILL BE CHARGED AN NSF FEE as specified in your lease. Cash is never accepted at the office no exceptions, however we do offer a 3<sup>rd</sup> party cash payment voucher option upon request.**
2. **Utilities must be put into the tenant's name effective on the date the lease begins.**
3. Section 6 - total monthly late fees are capped at 12% of total monthly rent charge.
4. Tenants are required to comply with periodic property inspections conducted by our staff.
5. Landlord is NOT required to permit subletting, assignment, or replacement tenants.
6. Renters insurance is required per the attached details.
7. Tenant is **strictly forbidden** from ever leasing this property as a short-term rental, overnight rental or sub-let. If you are found to be in violation you may be fined a minimum of \$500 for each occurrence and \$100 per day for each person that remains in the home that is not on the lease. In addition any costs incurred for eviction, legal services, damages, etc. relating to violations will be charged to tenant(s). The guest section of the lease **DOES NOT APPLY** to short term renters or sub-lets.
8. No aggressive breed animals permitted on the property at any time; including but not limited to: Akita, Bull Dog, Beauceron, Belgian Malinois, Caucasian Mtn Dog, German Shepherd, Great Dane, Keeshond, Mastiff, Rhodesian Ridgeback, Pit Bulls, Staffordshire Terriers, Dobermans, Rottweiler, Chows, Wolf Hybrids or any similar breed or mixed breed. Further any Farm, Saddle, or Exotic Animal, or any animal with bite history are no allowed.
9. All maintenance requests must be made in writing through the online portal except emergencies.
10. **EMERGENCY MAINTENANCE:**  
Emergencies are defined by the terms "flood, blood, or fire." This generalization provides a guideline for what is an emergency. **Always remember that protecting life and/or property by calling 911, if necessary, should be the immediate first step.** After everyone is safe, and any needed emergency services are involved you are required to contact us at the first opportunity. Reports should be made by phone as needed, however an online request is always required to be submitted as well.  
Items that are NOT emergencies-
  - HVAC not cooling/heating – while we understand this is unpleasant it is not an emergency. We do our best to get someone out at the first available opportunity, and in some situations we have portable heating/cooling units available to loan out.
  - Water heater failure
  - Appliance failures
11. Tenant is responsible for purchasing and replacing HVAC filters monthly, and fridge filters as needed or desired.
12. **Tenants are responsible for the following: protecting pipes from breaking during freezing weather;** fixing bi-fold doors that come off tracks; plumbing stoppages unless caused by failure of the pipes or external issues like roots growing into the line; changing batteries in smoke detectors and replacing fire extinguishers if used. This list is not all inclusive so refer to your lease for more information about maintenance responsibilities.
13. **Fireplaces- If the home has a fireplace we do not make any representation or warrant the condition. You are required to get an inspection to ensure safety prior to using it at your own risk.**
14. Please contact the maintenance department immediately if you suspect wood destroying insects to be present.

Tenant Initials: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Landlord/Manager \_\_\_\_\_, \_\_\_\_\_



Property Address: \_\_\_\_\_

15. **PROHIBITIONS:**

The following items are NEVER allowed on or at the leased premises:

- Trampolines
- Restricted dog breeds
- Hazardous chemicals
- Illegal substances
- Improperly stored flammable materials
- Drug manufacturing supplies/materials

16. **Tenant may be subject to the following charges:**

- HOA Violations resulting in fines caused by tenant will result in a \$25 admin charge for each violation in addition to any HOA fines and mailing fees imposed by the HOA
- If utilities are not maintained through the end of the lease we will charge a \$50 admin fee to establish services and charge that in addition to the cost of the utility services
- Each rent payment not made electronically will be charged a \$2 admin processing fee.

17. Professional make ready cleaning and carpet cleaning are required; proof of cleaning submitted at move out in form of receipts.

18. \*\*Other helpful information regarding adding roommates, pets, can be found on our website in the FAQs section at <https://www.stoneoakmgmt.com/tenant-faq>

**THIS DOCUMENT IS PART OF THE LEASE WHICH SPELS OUT  
POLICIES AND OTHER IMPORTANT DETAILS**

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

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Date

\_\_\_\_\_  
Landlord or Landlord's Representative    Date

\_\_\_\_\_  
Landlord or Landlord's Representative    Date

## MOVE-OUT INSTRUCTIONS

Property Address: \_\_\_\_\_

Per the lease, **WRITTEN NOTICE is required** within the specified time frame, signed by all residents stating your intentions to move out at the end of the lease term. Submit your official notice using this link: <https://www.stoneoakmgmt.com/move-out>

**Keys:** On the day of your move out, please make sure the property is vacated by midnight of that day. Leave all garage openers, access devices, and mail key, etc in a kitchen drawer. Lock the door when you leave and leave the last key in the lockbox located on site by us in advance; obtain the lockbox combo if not provide previously by emailing [moveout@stoneoakpm.com](mailto:moveout@stoneoakpm.com). If there is still evidence the property is being occupied you will be charged a holdover fee equal to 3x the monthly rent on a per-diem basis.

**Cleaning Instructions:** We require professional cleaning. A list of our recommended cleaning companies will be provided in an email we send out once you provide notice. Please note, if a professional cleaning receipt is not turned in via email to [moveout@stoneoakpm.com](mailto:moveout@stoneoakpm.com) you are subject to a cleaning charge.

**Washing Machines:** If the washer belongs to you, turn off the water valve and check for leakage. You will be held responsible for any water damage caused from the removal of the appliance.

**Lawn Care:** Be sure grounds and lawn are trimmed, clean, and free of weeds and leaves.

**Trashcans:** must be left empty and away from the view of the street. Discard all unwanted items and avoid piles of debris in front of your residence on moving day.

### \*AVERAGE SECURITY DEPOSIT DEDUCTION COSTS

Professional Cleaning	\$200-\$500	Pest Control	\$200
Carpet Cleaning per room	\$75	De Flea or deodorize	Actual Cost
Carpet Stain Removal (per stain)	\$25	Tire Removal (Pert Tire)	\$75
Painting per Wall (up to 15x10)	\$75	Replace Exterior Door	\$350+
Painting per Ceiling (up to 10x10)	\$75	Replace Deadbolt	\$100
Sheetrock Repair – up to 12"x12"	\$75	AC filters	\$20/ea
Sheetrock Repair – up to 3'x3'	\$150	Repair/Recover Tub	\$300
Replace Light bulb	\$5+/ea	Smoke Alarm Batteries	\$10+
Replace Wall Plug/Plate	\$10/ea	Blind wand	\$5+
Replace Door knob	\$50	Carpet/Flooring	Actual Costs
Replace Interior Door	\$150+	Window Screens	\$35+
Haul away trash/debris/furniture	\$200+	Bed Bug Treatment	Actual Costs
Pest Waste Removal	\$100+	Blinds/ vertical slats	Actual Costs
Drip Pan (all 4)	\$45	Toilet or toilet seat	Actual Costs
Light Fixtures	\$100+	Ceiling Fans	Actual Costs
Light Globes	\$25	Lawn Care	Actual Costs
Oven Rack	\$30+	Appliances	Actual Costs
Reinstall doors on track	\$30+	Tub stoppers/ drain covers	\$15+/ea
Windows	\$200+	Appliances	Actual Costs

**\*These are average prices ONLY, costs will vary, these estimated examples may or may not include actual labor costs.\*** This is not an all-inclusive list; there may be items not listed that do not release you from your responsibilities under the Lease.

Tenant Initials: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Landlord/Manager \_\_\_\_\_, \_\_\_\_\_

Property Address:\_\_\_\_\_

**Forwarding Address:** The Property Code does not obligate a landlord to return or account for the security deposit until the tenant surrenders the Property and gives the landlord a written statement of the tenant's forwarding address, after which the landlord has 30 days in which to account.

**Last Month's Rent:** The security deposit can **NOT** be used to pay the rent unless specifically written into the lease or agreed in writing at a later time.

**Only one security deposit refund check will be issued.** You will receive an itemized list of charges incurred usually sent via certified mail and postmarked within 30 days of your lease end date. Move out walk through inspections are never done with tenants. If you filled out a move in condition form and turned it in within the required time frame we will review once you have vacated.

_____ Tenant	_____ Date	_____ Tenant	_____ Date
_____ Tenant	_____ Date	_____ Tenant	_____ Date
_____ Tenant	_____ Date	_____ Tenant	_____ Date
_____ Landlord or Landlord's Representative	_____ Date	_____ Landlord or Landlord's Representative	_____ Date

# Stone Oak Property Management

## Privacy Policy

We have created this privacy statement in order to demonstrate our firm and continuing commitment to the privacy of personal information provided by those visiting and interacting with this web site. We hold the privacy of your personal information in the highest regard. The following discloses our information gathering and dissemination practices for this website.

**We recognize the importance of protecting your privacy** and our policy is designed to assist you in understanding how we collect, use and safeguard the personal information you provide to us and to assist you in making informed decisions when using our site. This policy will be continuously assessed against new technologies, business practices and our customers' needs.

### **What Information Do We Collect?**

When you visit this web site you may provide us with two types of information: personal information you knowingly choose to disclose that is collected on an individual basis and Web site use information collected on an aggregate basis as you and others browse our Web site.

#### **1. Personal Information You Choose to Provide**

**1. Registration Information**

When you register for any of our products, services or newsletters you will provide us information about yourself.

**2. Lease Application and Background Check Data**

When you apply to live in one of our managed property you will provide the necessary personal information for us to evaluate you as prospective tenant.

**3. Credit Card and Banking Information**

If you choose to avail of our services, you may need to give personal information and authorization to obtain information from various credit services. For example, you may need to provide the following information:

- Name
- Mailing address
- Email address
- Credit card number
- Name on credit card
- Credit card billing address
- Business and home phone number

**4. Email Information**

If you choose to correspond with us through email, we may retain the content of your email messages together with your email address and our responses. We provide the same protections for these electronic communications that we employ in the maintenance of information received by mail and telephone.

#### **2. Web Site Use Information**

Similar to other commercial Web sites, our Web site utilizes a standard technology called "cookies" (see explanation below, "What Are Cookies?") and web server log files to collect information about how our Web site is used. Information gathered through cookies and Web server logs may include the date and time of visits, the pages viewed, time spent at our Web site, and the Web sites visited just before and just after our Web site.

#### **How Do We Use the Information That You Provide to Us?**

Broadly speaking, we use personal information for purposes of administering our business activities, providing the products and services you requested, to process your payment, to monitor the use of the service, our marketing and promotional efforts and improve our content and service offerings, and customize our site's content, layout, services and for other lawful purposes. These uses improve our site and better tailor it to meet your needs.

Furthermore, such information may be shared with others on an aggregate basis. Personally identifiable information or business information will not be shared with parties except as required by law.

Occasionally, we may also use the information we collect to notify you about important changes to our Website, new services, and special offers we think you will find valuable. You may notify us at any time if you do not wish to receive these offers by emailing us at the link provided on the newsletter.

### **What Are Cookies?**

A cookie is a very small text document, which often includes an anonymous unique identifier. When you visit a Web site, that site's computer asks your computer for permission to store this file in a part of your hard drive specifically designated for cookies. Each Web site can send its own cookie to your browser if your browser's preferences allow it, but (to protect your privacy) your browser only permits a Web site to access the cookies it has already sent to you, not the cookies sent to you by other sites. Browsers are usually set to accept cookies. However, if you would prefer not to receive cookies, you may alter the configuration of your browser to refuse cookies. If you choose to have your browser refuse cookies, it is possible that some areas of our site will not function as effectively when viewed by the users. **A cookie cannot retrieve any other data from your hard drive or pass on computer viruses.**

### **How Do We Use Information We Collect from Cookies?**

As you visit and browse our Web site, the site uses cookies to differentiate you from other users. In some cases, we also use cookies to prevent you from having to log in more than is necessary for security. Cookies, in conjunction with our Web server's log files, allow us to calculate the aggregate number of people visiting our Web site and which parts of the site are most popular. This helps us gather feedback to constantly improve our Web site and better serve our clients. Cookies do not allow us to gather any personal information about you and we do not intentionally store any personal information that your browser provided to us in your cookies.

### **IP Addresses**

IP addresses are used by your computer every time you are connected to the Internet. Your IP address is a number that is used by computers on the network to identify your computer. IP addresses are automatically collected by our web server as part of demographic and profile data known as traffic data so that data (such as the Web pages you request) can be sent to you.

### **Sharing and Selling Information**

We **do not** share, sell, lend or lease any of the information that uniquely identify a subscriber (such as email addresses or personal details) with anyone except to the extent it is necessary to process transactions or provide services that you have requested.

### **How Can You Access and Correct Your Information?**

You may request access to all your personally identifiable information that we collect online and maintain in our database by emailing us at the usual address.

### **What About Legally Compelled Disclosure of Information?**

We may disclose information when legally compelled to do so, in other words, when we, in good faith, believe that the law requires it or for the protection of our legal rights. We may also disclose account information when we have reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who may be violating our Terms of Service or to protect the safety of our users and the Public.

### **What About Other Web Sites Linked to Our Web Site?**

We are not responsible for the practices employed by Web sites linked to or from our Web site or the information or content contained therein. Often links to other Web sites are provided solely as pointers to information on topics that may be useful to the users of our Web site.

Please remember that when you use a link to go from our Website to another web site, our Privacy Policy is no longer in effect. Your browsing and interaction on any other web site, including web sites, which have a link on our Website, is subject to that Web site's own rules and policies. Please read over those rules and policies before proceeding.

### **Your Consent**

By using our Web site you consent to our collection and use of your personal information as described in this Privacy Policy. We reserve the right to amend this privacy policy at any time with or without notice.



***Our Commitment To Data Security:***

Please note that your information will be stored and processed on our computers in the United States. The laws on holding personal data in the United States may be less stringent than the laws of your Country of residence or citizenship. To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect online.

**Choice/Opt-In/Opt-Out**

This site allows visitors to unsubscribe so that they will not receive future messages. After unsubscribing we will discontinue sending the particular messages as soon as technically feasible.

**Surveys & Contests**

From time-to-time our site requests information from users via surveys or contests. Participation in these surveys or contests is completely voluntary and the user therefore has a choice whether or not to disclose this information. Information requested may include contact information (such as name and shipping address), and demographic information (such as zip code, age level). Contact information will be used to notify the winners and award prizes. Survey information will be used for purposes of monitoring or improving the use and satisfaction of this site.

**A Special Note About Children**

Children are not eligible to use our services unsupervised and we ask that children (under the age of 14) do not submit any personal information to us. If you are a minor, you can use this service only in conjunction with permission and guidance from your parents or guardians.

**Acquisition or Changes in Ownership**

In the event that the web site (or a substantial portion of its assets) is acquired, your information would be considered part of those assets, and may be part of those assets that are transferred.

**Policy Modifications**

We may change this Privacy Policy from time to time. If/when changes are made to this privacy policy, we will email users who have given us permission to do so. We will post any changes here, so be sure to check back periodically. However, please be assured that if the Privacy Policy changes in the future, we will not use the personal information you have submitted to us under this Privacy Policy in a manner that is materially inconsistent with this Privacy Policy, without your prior consent.