### **The Leasing Process**

# KEVCO Real Estate, Investments & Property Management 1124 W Mulberry St, Fort Collins CO 80521

Info@Kevco.com

970-419-8881

www.kevco.com

This document is provided to make clear what to expect in the application process, screening criteria, and answer the most frequently asked questions about leasing with KEVCO. Each application must include this signed document, the application, the signed Brokerage Disclosure, and a completed pet profile.

<u>Portable Tenant Screening Reports (PTSR)</u>: 1) You have the right to provide KEVCO with a PTSR that is not more than 30 days old, as defined in §38-12-902(2.5), Colorado Revised Statutes; and 2) if you provide Landlord with a PTSR, the Landlord is prohibited from: a) charging you a rental application fee; or b) charging you a fee for Landlord to access or use the PTSR.

If you chose to use a portable tenant screening report, the following requirements apply:

- The PTSR must be made available to KEVCO by a consumer reporting agency/third-party website that regularly engages in the business of providing consumer reports, at no cost to KEVCO;
- the PTSR must comply with all state and federal laws pertaining to use and disclosure of information contained in a consumer report by a consumer reporting agency; and
- You certify that there has not been a material change in the information in the PTSR, including the your name, address, bankruptcy status, criminal history, or eviction history, since the PTSR was generated.

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#### **BEFORE YOU APPLY**

- Preview the application packet here [link on website].
- Preview the lease here [link on website].
  - o If you apply you acknowledge that you've reviewed and understand the information contained in these documents.
- The City of Fort Collins will not allow more than three unrelated persons in one dwelling. See the City's occupancy ordinance details here: [link on website].
- A Tenant Set Up Fee of \$50 per tenant will be due on the date of lease commencement.
- Each tenant must provide proof of Renters Insurance before lease commencement, with a minimum liability limit of \$100,000 and KEVCO included as an additional insured. Renters Insurance must remain in effect for the entire lease term.
- Pet Policy: most properties allow up to two household pets, but property and HOA specific restrictions may apply. Please contact us with questions about your pet(s) and addresses of interest.
  - All applicants must complete a profile at <a href="https://kevco.petscreening.com">https://kevco.petscreening.com</a>. No pet? No fee, but complete a "no profile". For support or service animals, there is no cost. For pets, the cost is \$20\* per pet, which is a one-time fee.
  - Strictly: no pit bulls, no ferrets, no farm animals. Animals with known vicious tendencies or have bitten someone cannot be considered.
  - o Refundable pet deposits: \$200 per pet.
  - o No pet rent!

### **HOW TO QUALFY**

- Credit: minimum score of 600. No history of bankruptcy or judgements within the last seven (7) years.
  - Per CRS §38-12-904 when processing subsidized applications and not using credit as a factor.
- 2. Criminal: history cannot include:
  - Conviction, or deferred judgement of a felony within the past five (5) years
  - Conviction, or deferred judgement ever related to certain methamphetamine charges, offenses requiring a person to register as a sex offender, stalking, and homicide.
- 3. Rental History:
  - Must be positive in nature including payment history, care of premises, lease compliance, as well as your conduct with other tenants, neighbors, and landlord or landlord's management staff. References from friends or family members do not suffice.
     No evictions within the last seven (7) years. No money due to a past Landlord.
- 4. Income: All legal, verifiable income will be considered. Provide the most recent (2) months of paystubs; verifiable tax returns if self-employed. Income from all applicants is considered cumulatively for a reasonable debt-to-income ratio.
  - For those with housing subsidies, income must be 200% of the portion for which you are responsible to pay rent.

### What May Result in Denial (this list is not exhaustive)

- Providing false, misleading, or inaccurate information.
- Behavior deemed inappropriate, confrontational, or disrespectful.
- Landlord refusal to provide reference, or receipt of a negative reference (including <u>but not limited to</u> delinquent or rejected payments; lease violations pertaining to noise issues, occupancy issues, unapproved animals; neglect of or meaningful damages to the property; open or overdue balances / collection, inappropriate conduct with roommates / neighbors / landlord, etc.).
- Past evictions; bankruptcy; funds owed to a landlord, property manager, housing provider, or utility provider.

### **HOW TO APPLY**

- An application packet includes (4) elements:
  - o This "Leasing Process" form
  - Application
  - Brokerage Disclosure
  - o PetScreening profile <a href="https://kevco.petscreening.com">https://kevco.petscreening.com</a> (applicant must complete this within 24 hours of applying).
- All persons at least 18 years old must complete their own separate application packet.
- Applications are first-come-first-served. If more than one person is applying to reside together, all application packets must be submitted together (not one at a time) and paid in full.
- We will only collect application fees if no other applications are being processed. If you are not 1<sup>st</sup> in line we can hold an unpaid set of application packets in case the applications ahead of you fall through. You can pay the application fee(s) if you become 1<sup>st</sup> in line.
- Incomplete application packets will not be considered "received" and will not be processed.
- Non-refundable app fee is \$ 50.00 per application, based on average expenses which KEVCO incurs, in compliance with per C.R.S. § 38-12-903.
- Processing timeline goals (upon receipt of a completed set of paid applications): First your credit and criminal report will be screened within 24 hours. If pre-qualified, we will schedule an in-person tour of the property to be concluded within 72 hours of application date. During that time we review income verification and seek landlord references. If approved, after your tour, a lease will be sent via DocuSign for e-signature, to be signed by all parties and deposit paid within 48 hours. If not signed and paid, we must move on to the next applicants.

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### WHAT NEXT?

If approved, after your tour, a lease will be sent via DocuSign for e-signature, to be signed by all parties and deposit paid within 48 hours. If not signed and paid, we must move on to the next applicants.

If your application is not approved you will receive an email with details explaining the denial. We will NOT take phone calls regarding denied applications.

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### **TIPS**

- Time if of the essence; rentals go quickly, and your assistance and responsiveness will be critical.
- Know your roommate(s) schedules, so when we call to schedule an in-person tour, which all should attend, you'll be able to do so within the required 72 hours.
- Provide copies of your last two (2) months of paystubs with applications or to info@kevco.com.
- Give your landlord(s) a heads up to expect reference requests so they're ready to respond timely.
- Ensure you have deposit funds ready, so you don't miss the 48-hour "sign & pay" window.

	====
By signing you agree you have read and understand the information, the application process, and agree to proceed.	
Name (print):	
Name (sign):	
Date:	

\*\*\* This form has not been approved by the Colorado Real Estate Commission. It was reviewed by an attorney at Tschetter Sulzer, P.C.\*\*\*

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Rental Address (choice #2):						
Rental Address (choice #3):						
This application will be processed ONL	Y for the 1st ch	oice, unless app	licants has instr	ucted KEV	CO otherwi	se in writing
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<b>PETS</b> Do <u>you</u> plan to have a pet at the proper	rty: Yes	No	ite, I <b>nvestn</b> 24 Wildubern	( KEVCO Real Esta H
Type/Breed:	Name:	Age:	We	ight:
Type/Breed:	Name:	Age:	We	ight:
ALL applicants must complete a pet pro This applies for "no pet profiles" (free), Pit bulls, ferrets, nor farm animals will b	for support or service ar			
INCOME				
If you are employed:				
Current Employer:	Income per mo	nth: Dat	te of Employmer	nt: 000 name, 000 :tr
Address:	(city)	(sta	te) (zip	)
Supervisor's Name:	Phone #:	Ema	ail: MOMAMAC	YOUR GENERALINE
*** To expedite: include copies of the	e last two months of pay	stubs.		
If parents provide income, provide the				
Name:	Phone:	Ema	ail:	Phone It:
Current Address:		(city)	(state)	(zip)
If you utilize a Housing Voucher / Assis	tance Program:	Make: M	to you:	# of Vehicles belonging
Housing Provider Name:	Phone:	Ema	ot reside witi:lie	(someone who daes n
Assistance Amount: \$	Beds Allowed:	Utilities Incl	uded:	
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Other Sources of Income: Source:	Amount per month:	Contact/Ph	one:	(andloid (Name)
Source:	Amount per month:	Contact/Ph	one:	Rent Amount: S
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	ism3	(enoda)		Landlord: (Name)
<b>Notice Regarding Government</b>	<b>Assistance Inquiry</b>	Lease start o		
To ensure that we comply with the law,	please check whether y	•	following:	
1. Supplemental Security Income	and under Title U - Cal	Yes No		
<ol> <li>Social Security Disability Insurar Federal "Social Security Act", 42</li> </ol>				
as amended	2.3.5. 335. 401 61 364.)	Yes No		
3. Cash Assistance through the Co	_	(snoda)		
Created in Part 7 of Article 2 of	Title 26	Yes No		

Ha	ve you ever rented with KEVCO before:	Yes	No	application or portable screening		
If s	o, what address(es):	the Reemi	ffer proving into	s convicted of a sexual offense a		
1.	Do You Smoke:	Yes	No	endlord does not have a duly to v		
2.	Are you a registered sex offender?	Yes	No			
3.	Have you ever been convicted of a crime:	Yes	No			
4.	Have you ever been evicted or asked to move out?	Yes	No			
5.	Have you ever broken a lease:	Yes	No			
6.	Do you owe money to a Landlord or Property Manger?	Yes	No No			
7.	Have you ever filed for, or currently filing for, bankruptcy?	Yes	No No			
8.	Have you ever had a judgment issued against you?	Yes	No			
If y	ou answered "YES" to any of the above, please explain:					
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	and the first of t					
1.	Are you aware of any facts or circumstances that you, your	personal				
	property, or your current or previous residences were expo	sed to bed	bugs? Yes	No No No No		
2.	Have you been exposed to bed bugs within the last two (2)	years?	Yes	No		
3.	Do you authorize KEVCO to obtain for review, documentati	on regardir	ng			
	such exposure, including warranties that bed bugs were era	adicated fro	om			
	your residence?		Yes	No		
If y	ou answered "YES" to any of the above, please explain:		milios I has tas	and a leave is executed by deplic		
,	EGAL CONSEQUENCES, PARTIES TO THIS APPLICATION					
	is form has not been approved by the Colorado Real Estate	IT WORLD	SE SEFONE EXE	HOULD CONSULT LEGAL COUNT		

### **DEPOSITS AND FEES**

I understand the application fee is a non-refundable payment for a credit and criminal check and processing charge of this application and such sum is not a rental payment or security deposit. This amount will be retained by Landlord to cover the cost of processing the application as furnished by the Applicant, regardless of whether the Applicant is approved or denied.

Any false or misleading information or intentional omission will result in rejection of application. THIS APPLICATION IS PRELIMINARY ONLY AND DOES NOT OBLIGATE LANDLORD TO EXECUTE A LEASE OR TO DELIVER POSSESSION OF THE DWELLING UNIT TO APPLICANT. THE RENTAL AGREEMENT WILL NOT BECOME EFFECTIVE UNTIL THIS APPLICATION IS APPROVED BY LANDLORD, LEASE SIGNED BY ALL PARTIES, AND DEPOSIT(S) PAID. An application is not considered complete unless all necessary and required information is provided by Applicant, and Applicant has signed all necessary documents. Applicant is responsible for signing all required documents.

### **DISCLOSURE OF INFORMATION**

I warrant and represent the information provided on this application and/or portable screening report to be true and correct. I authorize Landlord to make such investigation into Applicant/Tenant/Occupant's credit, employment, rental and criminal history, as Landlord may deem appropriate, and release all parties from liability for any damage that may result from furnishing such information to Landlord. Landlord shall have the continuing right to review and obtain this credit and criminal information, rental application, payment history and occupancy history for account review, improving application review methods, and all other purposes. If approved, Applicant shall have a continuing and ongoing duty to update all of the information provided on the application and/or portable screening report. Applicant acknowledges that Landlord may enter into a Lease in reliance on the information contained in Applicant's rental application and any and all other information provided to Landlord by Applicant. Applicant/Tenant shall promptly notify Landlord in writing of any subsequent change in the information provided by Applicant on Applicant's application and/or portable screening report. If Applicant is approved, Landlord shall have the right to terminate Applicant's tenancy on three days' notice to quit: 1) if it is determined that Applicant provided false or misleading information on this

application or portable screening report, or 2) if the application information is no longer correct, for example, Applicant is convicted of a sexual offense after moving into the Premises.

Landlord does not have a duty to verify, and does not represent or promise that it will verify, the accuracy or the answers provided in the application of any applicant. Furthermore, Landlord has no duty, and expressly disclaims any obligation, to perform a criminal background check on each applicant. Landlord does not represent or guarantee that all tenants have no prior criminal record or background.

Landlord's approval or denial of this application is based on information provided by independent third parties. Landlord makes no representation as to the accuracy of the information that Landlord obtains from third parties in approving or denying this application. Landlord hereby disclaims any liability for the accuracy of such information that Landlord obtains pursuant to Applicant's consent.

I understand that a complete lease packet means: this document, The Leasing Process form, the Brokerage Disclosure to Tenant, and completion of a profile on <a href="https://kevco.petscreening.com">https://kevco.petscreening.com</a>, all of which must be completed legibly and signed.

I understand that a copy of this application may be provided to any future Landlord or Property Manger if ownership changes during tenancy.

By signing this application, Applicant acknowledges receiving Landlord's disclosure of application-related costs, any pest control disclosures, if applicable, and a receipt for all application fees paid by Applicant. Applicant also agrees to receive via email communications from Landlord regarding the decision on this application. If Applicant is approved and a lease is executed by Applicant and Landlord, Applicant agrees to receive an electronic copy of the fully executed lease from Landlord. THIS APPLICATION HAS IMPORTANT LEGAL CONSEQUENCES. PARTIES TO THIS APPLICATION SHOULD CONSULT LEGAL COUNSEL BEFORE EXECUTION. This form has not been approved by the Colorado Real Estate Commission. It was reviewed by an attorney at Tschetter Sulzer, P.C.

I authorize Landlord to make such investigation into Applicant/Tenant/Occupant's credit, employment, rental and criminal history, as Landlord may deem appropriate, and release all parties from liability for any damage that may result from furnishing such information to Landlord.

Name (print):	ANTOSA SE EMOSES E	REENE <mark>NT WILL NO</mark>	
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### **KEVCO Real Estate, Investments & Property Management**

Phone: (970)419-8881 Fax: (970)550-7500

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (BDT20-10-19) (Mandatory 1-20)

DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE LANDLORD AGENCY, TENANT AGENCY OR TRANSACTION-BROKERAGE.

### BROKERAGE DISCLOSURE TO TENANT **DEFINITIONS OF WORKING RELATIONSHIPS**

For purposes of this document, landlord includes sublandlord and tenant includes subtenant.

Landlord's Agent: A landlord's agent works solely on behalf of the landlord to promote the interests of the landlord with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the landlord. The landlord's agent must disclose to potential tenants all adverse material facts actually known by the landlord's agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the landlord.

Tenant's Agent: A tenant's agent works solely on behalf of the tenant to promote the interests of the tenant with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the tenant. The tenant's agent must disclose to potential landlords all adverse material facts actually known by the tenant's agent, including the tenant's financial ability to perform the terms of the transaction and, if a residential property, whether the tenant intends to occupy the property. A separate written tenant agency agreement is required which sets forth the duties and obligations of the broker and the tenant.

Transaction-Broker: A transaction-broker assists the tenant or landlord or both throughout a real estate transaction by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contracts, including the closing of the transaction, without being an agent or advocate for any of the parties. A transactionbroker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosures as agents about all adverse material facts actually known by the transaction-broker concerning a property or a tenant's financial ability to perform the terms of a transaction and, if a residential property, whether the tenant intends to occupy the property. No written agreement is required.

Customer: A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party's agent or as the party's transaction-broker.

### RELATIONSHIP BETWEEN BROKER AND TENANT

Broker and Tenant referenced below have NOT	entered into a tenant	agency agreem	ent. The working relationship	p specified
below is for a specific property described as:	Fort	Collins	Colorado	
or real estate which substantially meets the follo	owing requirements:			
T	D. L. J		1 2 . 1	
Tenant understands that Tenant is not liable for Tenant.	Broker's acts or omis	ssions that have	not been approved, directed,	or ratined by
Tollula.				
CHECK ONE ROY ONLY				

- Multiple-Person Firm. Broker, referenced below, is designated by Brokerage Firm to serve as Broker. If more than one individual is so designated, then references in this document to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.
- ☑ One-Person Firm. If Broker is a real estate brokerage firm with only one licensed natural person, then any references to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as Broker.

CHECK ONE BOX ONLY:
☑ Customer. Broker is the ☑ landlord's agent ☐ landlord's transaction-broker and Tenant is a customer. Broker intends to perform the following list of tasks: ☑ Show the premises ☑ Prepare and Convey written offers, counteroffers and agreements to amend or extend the contract. Broker is <u>not</u> the agent or transaction-broker of Tenant.
☐ Customer for Broker's Listings - Transaction-Brokerage for Other Properties: When Broker is the landlord's agent or landlord's transaction-broker, Tenant is a customer. When Broker is not the landlord's agent or landlord's transaction-broker, Broker is a transaction-broker assisting Tenant in the transaction. Broker is <u>not</u> the agent of Tenant.
$\square$ <b>Transaction-Brokerage Only:</b> Broker is a transaction-broker assisting the Tenant in the transaction. Broker is <u>not</u> the agent of Tenant.
If Broker is acting as a transaction-broker, Tenant consents to Broker's disclosure of Tenant's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee shall not further disclose such information without consent of Tenant, or use such information to the detriment of Tenant.
THIS IS NOT A CONTRACT.
If this is a residential transaction, the following provision applies:
MEGAN'S LAW: If the presence of a registered sex offender is a matter of concern to Tenant, Tenant understands that Tenant must contact local law enforcement officials regarding obtaining such information.
TENANT ACKNOWLEDGMENT:
Tenant acknowledges receipt of this document on Date of Application.
Tenant Tenant
and common and a control of the cont
BROKER ACKNOWLEDGMENT:
On Date of Application, Broker provided(Tenant) with this
document via application attachment and retained a copy for Broker's records.
Brokerage Firm's Name: KEVCO Real Estate, Investments & Property Management
Nicola Hanson
Broker Nicole Hanson