

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

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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.
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Applicants have the right to provide KEVCO with a Portable Tenant Screening Report (PTSR) which is not more than 30 days old, as defined in C.R.S. § 38-12-902(2.5). If you provide a valid PTSR, KEVCO is prohibited from charging a rental application fee or a fee to access or use the PTSR. Kindly Note: If providing a PTSR, applicant must still fill out our Application (In this case, we will not charge any fee for processing background reports).

If you provide a PTSR, it 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 must certify that there have not been a material change in the information in the PTSR (including your name, address, bankruptcy status, criminal history, or eviction history) since the PTSR was generated.

For a PTSR to be legally valid and accepted by us, it must include:

1. Name
2. Contact information
3. Verification of employment and income, and
4. Last-known address, and
5. For each jurisdiction indicated in the report as a residence, regardless whether the residence is reported by you or by the consumer reporting agency:
6. A rental and credit history report for the prospective tenant that complies with section 38-12-904 (1)(a) concerning a landlord's consideration of a prospective tenant's rental history; and
7. A criminal history record check for all federal, state, and local convictions of the prospective tenant that complies with section 38-12-904 (1)(b) concerning a landlord's consideration of a prospective tenant's arrest records.

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BEFORE YOU APPLY

- Preview the sample lease. By applying you acknowledge that you've reviewed and understand the expected lease terms.
- Be aware that each tenant must provide proof of Renters Insurance before lease commencement, with a minimum liability limit of \$100,000 and KEVCO included as an interested party. 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 <https://kevcoreandpm.petscreening.com>. No pet? No fee, but you'll complete a "no pet profile". For support/service animals, there is no cost. For pets, the cost is \$30 per pet annually.
 - If you're profiling a pet: the current non-refundable fee is \$30 per pet.
 - If you're profiling a service or support animal: you will complete a profile at no cost (\$0).
 - If you have no animals: you complete a "no pet profile" at no cost (\$0).
 - \$200 pet deposit per approved pet is due with a signed lease and refundable if lease terms are fulfilled.
 - No pet rent!
 - No pitbulls, ferrets, or farm animals are allowed.
 - Animals with vicious tendencies or past bite incidents will not be considered.

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HOW TO QUALFY

1. Credit: minimum score of 600. "No credit" is acceptable. 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: Per CRS §38-12-904 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. If your landlord refuses to provide a reference, or only a partial reference, this may be deemed a "negative" reference and application denied. No evictions within the last seven (7) years. No money due to a past Landlord. No collection attempts by a past Landlord whether paid off or not.
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)

- Credit score below 600.
- Lease violations, such as, late rent, property damage, noise issues, unauthorized pets, etc.
- Within the last 5 years:
 - Evictions filed (completed or not)
 - Collection efforts made by a current/past landlord, whether paid or not.
 - Monies owed to a current/past landlord
 - Mutual lease rescission of a lease
 - Broken lease
 - Application fraud.
 - Inappropriate, abusive, or disruptive behavior toward our staff.

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HOW TO APPLY

- An application packet includes (4) elements:
 - This "Leasing Process" form
 - Application
 - Brokerage Disclosure
 - PetScreening profile <https://kevcareandpm.petscreening.com> (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 1st 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 1st in line.
- Incomplete application packets will not be considered "received" and will not be processed.
- Non-refundable app fee is \$ 60.00 per application, based on average expenses which KEVCO incurs: This Disclosure of Rental Application Fees is provided to each prospective tenant pursuant to C.R.S. § 38-12-903. KEVCO charges all prospective tenants the same Rental Application Fee of \$60.00, based on average expenses incurred in connection with processing each rental application. The average costs of processing each rental application are as follows: \$39.45: fee for credit screening, criminal background screening plus \$30.50: Administrative time in excess of standard staff hours (\$3.50: initial review of application for completeness; seek missing information; \$5.00: send for, follow up for, and review landlord references; \$3.50: follow up for, and review PetScreening profiles (including "no pet"); \$15.00: schedule and conduct in person tour; \$3.50: final review of all references for approval consideration). This is based on a rate of \$20.00/hour. Total cost to KEVCO: \$69.95 but KEVCO will offer a discounted rate to applicants of \$60.00 per applicant, non-refundable. For those who receive housing subsidies, landlords are precluded from inquiring as to credit history. As such, the application fee for manager to obtain a criminal history search is \$10.00., 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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FEES: For a full breakdown, review the sample lease. The following are the fees most commonly asked about:

Mandatory Fees

- Monthly Rent: Nonrefundable (see advertisement).
- Tenant Set-Up Fee: \$65 per tenant, nonrefundable.
- Application fee: \$60 per applicant, nonrefundable, as stated above.
- Security Deposit: Refundable upon full compliance with lease terms (see advertisement).
- Pet Deposit: \$200 per approved pet, refundable upon full compliance with lease terms.
- Pet Profile: \$30 non-refundable for any approved pet.
- Trash & Utilities: Tenant responsibility unless otherwise stated in the advertisement.
- Renter’s Insurance: Required for the duration of the lease term.

Situational Fees

- Check Processing Fee: \$10 per check if more than one check is submitted in a month (nonrefundable).
- Sublease Fee: \$250–\$500 per occurrence (nonrefundable). This is not a buy-out fee.
- Rekey Fee: \$75 if all keys, remotes, etc, are not returned at lease expiration (nonrefundable).

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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 is 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.

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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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For KEVCO use: RECD
Date: _____
Time: _____
Initials: _____
Paid: Y / N

Rental Address (choice #1): _____

Rental Address (choice #2): _____

Rental Address (choice #3): _____

This application will be processed ONLY for the 1st choice, unless applicants has instructed KEVCO otherwise in writing

How did you find out about this property? _____

Names of other adults with whom you are applying: _____

Include name, DOB and relationship of any minors who will reside with you: _____

YOUR GENERAL INFORMATION

Name: (First) _____ (Middle) _____ (Last) _____

Preferred Name: _____ Primary Language: _____

Phone #: _____ Email: _____

Date of Birth: _____ SSN or ITIN: _____

of Vehicles belonging to you: _____ Make: _____ Model: _____ Plate: _____ State: _____

Your Emergency Contact: _____
(someone who does not reside with you)

CURRENT RENTAL HISTORY

Current Address: _____ (city) _____ (state) _____ (zip) _____

Landlord: (Name) _____ (phone) _____ Email: _____

Rent Amount: \$ _____ Lease start date: _____ Lease End Date: _____

Reason for leaving: _____

Is Landlord a family member? Yes ___ No ___

PREVIOUS RENTAL HISTORY

Current Address: _____ (city) _____ (state) _____ (zip) _____

Landlord: (Name) _____ (phone) _____ Email: _____

Rent Amount: \$ _____ Lease start date: _____ Lease End Date: _____

Reason for leaving: _____

Is Landlord a family member? Yes ___ No ___

PREVIOUS RENTAL HISTORY

Current Address: _____ (city) _____ (state) _____ (zip) _____

Landlord: (Name) _____ (phone) _____ Email: _____

Rent Amount: \$ _____ Lease start date: _____ Lease End Date: _____

Reason for leaving: _____

Is Landlord a family member? Yes ___ No ___

Have you ever rented with KEVCO before: Yes ___ No ___
If so, what address(es): _____

1. Do You Smoke: Yes ___ No ___
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 ___
7. Have you ever filed for, or currently filing for, bankruptcy? Yes ___ No ___
8. Have you ever had a judgment issued against you? Yes ___ No ___

If you answered "YES" to any of the above, please explain:

1. Are you aware of any facts or circumstances that you, your personal property, or your current or previous residences were exposed to bed bugs? Yes ___ 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, documentation regarding such exposure, including warranties that bed bugs were eradicated from your residence? Yes ___ No ___

If you answered "YES" to any of the above, please explain:

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 on-going 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 <https://kevcareandpm.petscreening.com>, 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): _____

Name (sign): _____

Date: _____



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 transaction-broker 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 agreement. The working relationship specified below is for a specific property described as:

RENTAL ADDRESS:

or real estate which substantially meets the following requirements:

Tenant understands that Tenant is not liable for Broker’s acts or omissions that have not been approved, directed, or ratified by Tenant.

CHECK ONE BOX 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 not 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 not the agent of Tenant.

Transaction-Brokerage Only: Broker is a transaction-broker assisting the Tenant in the transaction. Broker is not 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 Signature

Date

BROKER ACKNOWLEDGMENT:

On *Date of Application*, Broker provided _____ (Tenant) with this document via *application attachment (and posted on website)* and retained a copy for Broker's records.

Brokerage Firm's Name: *KEVCO Real Estate, Investments & Property Management*

Broker *Nicole Hanson*