



All Applicants, eighteen (18) years of age or older, who will be residing in the Premises, must fill out a separate Application.

Applicant's Full Name: \_\_\_\_\_ Date of Birth \_\_\_\_\_ SS# \_\_\_\_\_
Phone # \_\_\_\_\_ Email \_\_\_\_\_
Driver's License No. \_\_\_\_\_ State \_\_\_\_\_

MINOR OCCUPANTS:

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ SS# \_\_\_\_\_
Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ SS# \_\_\_\_\_
Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ SS# \_\_\_\_\_

TENANT HISTORY

Present Address \_\_\_\_\_
Street Apt. # City State Zip Dates: From Cell phone #
Apt. Name/ If Home-Mortgage Co. & Loan # Present Landlord/Manager Manager's Phone #
Monthly Payment \$ \_\_\_\_\_ Reason for Moving \_\_\_\_\_

Previous Address \_\_\_\_\_
Street Apt. # City State Zip Dates: From
Apt. Name/ If Home-Mortgage Co. & Loan # Present Landlord/Manager Phone #
Monthly Payment \$ \_\_\_\_\_ Reason for Moving \_\_\_\_\_

Previous Address \_\_\_\_\_
Street Apt. # City State Zip Dates: From/to
Apt. Name/ If Home-Mortgage Co. & Loan # Present Landlord/Manager Manager's Phone #
Monthly Payment \$ \_\_\_\_\_ Reason for Moving \_\_\_\_\_

In the past 7 years, have you:

Been evicted from any leased premises? YES \_\_\_\_\_ NO \_\_\_\_\_

Broken a rental agreement or lease contract? YES \_\_\_\_\_ NO \_\_\_\_\_

Do you require any special accommodations? YES \_\_\_\_\_ NO \_\_\_\_\_

To ensure we comply with Colorado law, please indicate your primary language \_\_\_\_\_.

**EMPLOYMENT**

**Present Employer** \_\_\_\_\_

Position \_\_\_\_\_

Business Address \_\_\_\_\_  
Street City State Zip

\_\_\_\_\_  
**Your Work Phone #**

Supervisor \_\_\_\_\_  
Name Phone #

\_\_\_\_\_  
Employed Since

**Other Employer** \_\_\_\_\_

Position \_\_\_\_\_

Business Address \_\_\_\_\_  
Street City State Zip

\_\_\_\_\_  
**Your Work Phone #**

Supervisor \_\_\_\_\_  
Name Phone #

\_\_\_\_\_  
Dates of Employment

What is your annual income from the following sources:

\$ \_\_\_\_\_ Salaries

\$ \_\_\_\_\_ Wages

\$ \_\_\_\_\_ Commissions

\$ \_\_\_\_\_ Payments received as an independent contractor; Bonuses

\$ \_\_\_\_\_ Housing subsidies

\$ \_\_\_\_\_ Money derived from any other public or private source Cash assets.

**Notice Regarding Government Assistance Inquiry.** In order to ensure that we comply with the law, please check the corresponding box if you receive any of the following:

Supplemental Security Income

Social Security Disability Insurance under Title II of the Federal "Social Security Act", 42 U.S.C. Sec. 401 et seq., as amended

Cash Assistance through the Colorado Works Program Created in Part 7 of Article 2 of Title 26

**VEHICLE**

Year and Make \_\_\_\_\_ Color \_\_\_\_\_ License # & State \_\_\_\_\_

Registered To \_\_\_\_\_

Year and Make \_\_\_\_\_ Color \_\_\_\_\_ License # & State \_\_\_\_\_

Registered To \_\_\_\_\_

**CRIMINAL BACKGROUND**

Have you been convicted, pleaded guilty or nolo contendere (no contest) of any felony, or felony/misdemeanor sex offense within the past 5 years? YES \_\_\_\_\_ NO \_\_\_\_\_

Are you registered or under consideration for registration as a sexual offender? YES \_\_\_\_\_ NO \_\_\_\_\_

\*Please note: a "Yes" answer will result in an automatic denial of the Rental Application.

Are you currently facing prosecution for any felony, or felony/misdemeanor sex offense? YES \_\_\_\_\_ NO \_\_\_\_\_

**BED BUGS**

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 \_\_\_\_\_

If YES, Applicant makes the following disclosures regarding Applicant's exposure to bed bugs: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(if more room is necessary attach sheet).

If you have been exposed to bed bugs within the last two years:

Do you represent and warrant that all of your personal property has been inspected, and professionally treated if warranted, and that no bed bugs are present in your personal property?

YES \_\_\_\_\_ NO \_\_\_\_\_

Do you authorize Landlord to obtain for review documentation regarding such exposure, and will you upon Landlord's request make all of your personal property available for inspection to confirm the absence of bed bugs?

YES \_\_\_\_\_ NO \_\_\_\_\_

\* PLEASE NOTE – If you have been exposed to bed bugs, and are unwilling to give the above representations, warranties, and authorizations, your application could be denied.

**ANIMALS**

Do you own any animals? \_\_\_\_\_ If so, how many? \_\_\_\_\_ Type/Breed \_\_\_\_\_ Weight \_\_\_\_\_  
Age \_\_\_\_\_ Male/Female \_\_\_\_\_ Color \_\_\_\_\_ Pet's Name \_\_\_\_\_

**EMERGENCY CONTACT**

Name \_\_\_\_\_

Relationship \_\_\_\_\_

Address \_\_\_\_\_  
Street Apt. # City State Zip Phone #

**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 if the Applicant is approved or denied. **Portable Tenant Screening Reports (PTSR): 1) You have the right to provide Landlord 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.**

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. Completed applications will be reviewed on a first come, first served basis. 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.

Premises: \_\_\_\_\_  
Move In Date if Approved: \_\_\_\_\_

I understand the deposits and fees to be:

Security Deposit(s) \$ \_\_\_\_\_ Pet Rent \$ \_\_\_\_\_  
Non-refundable holding fee(s) \$ \_\_\_\_\_ Non-Refundable Application fee \$ \_\_\_\_\_  
Partial Month's Rent and other monthly fees \$ \_\_\_\_\_  
First Month's Rent and other monthly fees \$ \_\_\_\_\_

Total Due at Lease Signing, if applicable: \$ \_\_\_\_\_

Total Paid at Application: \$ \_\_\_\_\_

Total Still Owed Prior to Move In: \_\_\_\_\_

Total Paid at Application \$ \_\_\_\_\_. This amount less any holding fee and less the application fee will be refunded within 20 days: 1) if the application is denied, or 2) if the application is accepted and the Applicant withdraws the application in writing within 72 hours of the date of notification of acceptance. Landlord will notify Applicant of denial or acceptance in writing via email, or via phone if Applicant does not have an email address. If the application is accepted and Applicant fails to occupy the Premises on the Move In Date (regardless if Applicant executes a lease or not),

except for delay caused by Landlord, the holding fee amount will be retained by Landlord as liquidated damages for holding the Premises off the market. In such instance, Landlord will provide Applicant written notice of such application of funds within 20 days. If the delay in providing Applicant with the specific Premises is longer than seven (7) days, Applicant may terminate the lease by notifying Landlord in writing, and Landlord will refund all amounts less the application fee. If Landlord does not deliver possession of the Premises on or before the Move-In Date for any reason, Landlord shall not be liable to Tenant for any damages whatsoever for failure to deliver possession on the Move-In Date.

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**DISCLOSURE OF ASBESTOS DISCLOSURES**

Asbestos Disclosure Applicable:            YES        \_\_\_\_\_            NO        \_\_\_\_\_

Additionally, while not legally required, Landlord has voluntarily disclosed that the Premises may contain asbestos. Prospective Tenant acknowledges that Landlord or Landlord's Agent will not process this application until such time that Prospective Tenant acknowledges in writing that Prospective Tenant has received such asbestos disclosures.

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**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.

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**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.**

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord/Broker's Signature

\_\_\_\_\_  
Date

This form has not been approved by the Colorado Real Estate Commission. It was drafted by legal counsel Tschetter Sulzer, PC.

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.

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### 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:

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or real estate which substantially meets the following requirements:

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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 \_\_\_\_\_.

\_\_\_\_\_

Tenant

Tenant

**BROKER ACKNOWLEDGMENT:**

On \_\_\_\_\_, Broker provided \_\_\_\_\_ (Tenant) with this document via \_\_\_\_\_ and retained a copy for Broker’s records.

Brokerage Firm’s Name: **RaeLynn Properties, LLC**

\_\_\_\_\_  
Broker