



0326 Highway 133 Suite 120
Carbondale, CO 81623
Phone: 970-963-4900
Fax: 970-963-4800

RENTAL APPLICATION PROCESS

Each adult person to be named in the lease will need to complete an application, with the exception of married couples, who may provide one combined application.

We are happy to show any available rental properties. If you would like to apply for tenancy at a property that you have previewed, you will need to complete our Application along with the attached Brokerage Disclosure acknowledgment, Lead-Based Paint Disclosure and Tenant Release and Consent form. A \$20 non-refundable application fee is required as well.

Once these items are received, we will pull your Credit Score and contact your references. This information is used to qualify prospective tenants.

As a reminder, applications do not guarantee availability of rentals. All rentals are subject to satisfactory credit references.

**Silver Mountain Properties
Application for Rental**

Date: _____

Address Applying for: _____

Name: _____ Date of Birth: _____

Social Security # _____ Driver's Lic.#: _____

Phone #: _____ Cell Phone#: _____

Email: _____

Other Occupants: _____

Pets: _____ Do you or other occupants smoke? _____

Current Address: _____

How Long: _____ Monthly Rent: _____ Phone # _____

Landlord's Name: _____ Phone # _____

Landlord's Address: _____

Previous Address: _____

How Long: _____ Monthly Rent: _____ Phone # _____

Landlord's Name: _____ Phone # _____

Landlord's Address: _____

Applicant's Employer: _____ Phone# _____

Employer's Address: _____

Salary: \$ _____ Position: _____ How Long: _____

Other Income: \$ _____ Source: _____

Automobile Information: Make: _____ Model: _____ Year: _____

License # _____ State: _____

Person to contact in case of emergency: _____

Address: _____ Phone: _____

Personal References:

Name: _____ Phone# _____

Address: _____

Name: _____ Phone# _____

Address: _____

Landlord References:

Name: _____ Phone# _____

Address of Residence: _____

Name: _____ Phone# _____

Address of Residence: _____

Have you leased with us before? _____

Have you ever had a tenancy terminated? _____

Have you ever been evicted? _____

If yes to any of the above, please explain: _____

Applicant represents that all information provided in this application is true and to the best of their knowledge and will become part of applicant's lease agreement. Any misrepresentation of the information contained herein shall be justification for immediate termination of applicant's lease agreement. Applicant understands that delivery of a lease to the undersigned for signature shall be construed as an acceptance of this application while such lease shall not be binding upon the owner (Lessor) until it has been executed on the owner's (Lessor's) behalf and the undersigned. The applicant understands that a credit check may be run and agrees to pay an application fee of \$20.00 in cash, cashier's check, money order or by credit card (personal checks are not accepted).

Applicant's Signature _____ Date: _____

Agent's signature: _____ Date: _____

FOR OFFICE USE ONLY

Accepted: _____ Date: _____

Rejected: _____ Date: _____

Comments

Silver Mountain Properties
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The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(BDT20-5-09) (Mandatory 7-09)

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:

n/a

or real estate which substantially meets the following requirements:

n/a

Tenant understands that Tenant shall not be 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 and Tenant is a customer. Broker is not the agent of Tenant.

PREPARED BY: Robert A. Goodwin, Managing Broker

BDT20-5-09. BROKERAGE DISCLOSURE TO TENANT

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Tenant(s) _____

Broker, as landlord's agent, intends to perform the following list of tasks:

Show a property Prepare and Convey written offers, counteroffers and agreements to amend or extend the lease

Customer for Broker's Listings - Transaction-Brokerage for Other Properties. When Broker is the landlord's agent, Tenant is a customer. When Broker is not the landlord's agent, Broker is a transaction-broker assisting in the transaction. Broker is not the agent of Tenant.

Transaction-Brokerage Only. Broker is a transaction broker assisting 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 shall apply:

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 n/a .

TENANT _____

BROKER ACKNOWLEDGEMENT

On n/a , Broker provided

(Tenant) with this document via n/a and retained a copy for Broker's records.

Brokerage Firm's Name:

Silver Mountain Properties
0326 Hwy 133
Suite 120
Carbondale, CO 81623
Phone: 970-963-4900, Fax: 970-963-4800

By: _____

Signature **Robert A. Goodwin**

Date

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(LP46-5-04)

Lead-Based Paint Disclosure (Rentals)

Attachment to Residential Lease or Rental Agreement for the Property known as:

<u>n/a</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>
Street Address	City	State	Zip

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY

Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages attorney fees, costs, and a penalty up to \$10,000 (plus adjustment for inflation) for each violation.

Disclosure for Target Housing Rentals and Leases
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure to Tenant and Real Estate Licensee(s)

- (a) Landlord acknowledges that Landlord has been informed of Landlord's obligations. Landlord is aware that Landlord must retain a copy of this disclosure for not less than three years from the commencement of the leasing period.
- (b) Presence of lead-based paint and/or lead-based paint hazards (check one box below):
 Landlord has no knowledge of lead-based paint and/or lead-based paint hazards present in the housing.
 Landlord has knowledge of lead-based paint and/or lead-based paint hazards are present in the housing (explain):
n/a
- (c) Records and reports available to Landlord (check one box below):
 Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
 Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):
n/a

Tenant's Acknowledgment

- (d) Tenant has read the Lead Warning Statement above and understands its contents.
(e) Tenant has received copies of all information, including any records and reports listed by Landlord above.
(f) Tenant has received the pamphlet "Protect Your Family From Lead in Your Home".

Real Estate Licensee's Acknowledgment

Each real estate licensee signing below acknowledges receipt of the above Landlord's Disclosure, has informed Landlord of Landlord's obligations and is aware of licensee's responsibility to ensure compliance.

Certification of Accuracy

I certify that the statements I have made are accurate to the best of my knowledge.

LANDLORD _____ **DATE** _____

PREPARED BY: Robert A. Goodwin, Managing Broker

LP46-5-04 LEAD-BASED PAINT DISCLOSURE (RENTALS). Colorado Real Estate Commission

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Tenant(s) _____

TENANT _____ **DATE** _____

Real Estate Licensee (Listing) Date

Real Estate Licensee (Leasing) Date

Tenant Release and Consent

I/WE _____, the undersigned hereby

authorize _____, (Employer or other source) to release without liability, information regarding my/our employment, income, and/or assets to Silver Mountain Properties (Owner's agent), for the purposes of verifying information provided as part of my/our application for rental property.

INFORMATION COVERED

I/we understand that previous or current information regarding me/us may be needed. Verifications and inquires that may be requested include, but are not limited to: personal identity, employment, income, and assets; medical or child care allowances. I/we understand that this authorization cannot be used to obtain any information about me/ us that is not pertinent to my eligibility for and continued participation as a qualified tenant

GROUPS OR INDIVIDUALS THAT MAY BE ASKED

The groups or individuals that may be asked to release the above information include, but not limited to:

Past and present employers Welfare Agencies Veterans
Administration Previous landlords (including State Unemployment Agencies
Retirement Systems
Public Housing Agencies) Social Security Administration Banks & other
financial institutions Support & Alimony providers Medical & child care providers

CONDITIONS

I/ we agree that a photocopy of this authorization may be used for the purposes stated above. The original of this authorization is on file and will stay in effect for a year and one month from the date signed. I/we understand I/we have a right to review this file and correct any information that I/we can prove incorrect

SIGNATURES

_____	_____	_____
Head of household	(Print Name)	Date
_____	_____	_____
Spouse	(Print Name)	Date
_____	_____	_____
Adult Member	(Print Name)	Date
_____	_____	_____
Adult Member	(Print Name)	Date

NOTE: This general consent may not be used to request to request a copy of a tax return. If needed, IRS form 4506, "Request for copy of Tax Form", must be prepared and signed separately.

