



THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

THIS FORM HAS NOT BEEN APPROVED BY THE COLORADO REAL ESTATE COMMISSION. IT WAS PREPARED BY THE LAW FIRM GAST JOHNSON & MUFFLY, PC FOR MOUNTAIN-N-PLAINS, INC.

RENTAL APPLICATION

Background: The applicant (referred to as “Applicant” whether one or more) signing below submits this Application for property rental to Mountain-n-Plains, Inc., a Colorado corporation (“MnP”), as agent for the owner (“Owner”) of the property (referred to as “Property” whether one or more) which Applicant wishes to lease. The term “Resident” refers to anyone occupying the Property under a fully signed lease.

Qualification:

- **All Applicants must have a valid social security number.** If Applicant does not have a valid social security number, a Guarantor with a valid social security number will be required.
- **All Applicants 18 or older will require a minimum 600 credit score. An Applicant will be denied if their credit score is below 600.**
- If an Applicant has a felony, it will be evaluated on a case by case basis. **An Applicant will be denied if they have a history of any sex offenses, violent crimes or have a conviction for drug distribution.**
- Each Applicant must produce a positive rental reference (minimum of 1 year) within the last two years. Applicant must not have breached any present or previous rental contract. **Any Applicant who produces a negative rental reference will be denied.**
- Each Applicant will need to provide proof of current, verifiable income. Residents must make a combined income of at least 2 ½ times the rent on a monthly basis. If Applicant is self-employed, 3 years of tax returns will be required to verify income.
- **An Applicant will be denied if it is found that any information has been falsified during the Application process.**

A Guarantor will be required if an Applicant has a parent/guardian listed as a major source of income, does not on a monthly basis earn at least 2 1/2 times the monthly rent amount in stable and verifiable income, has been self-employed for less than 3 years, does not have a previous landlord reference (**that is not a family member/friend**) or a lack of credit history. **If Applicant is required to have a Guarantor, the Applicant must submit a completed Guarantor Application and Guaranty Form (with Guarantor Application fee) within 48 hours of submitting this Application or the Property will be put back on the rental market. All Guarantors must be a parent, guardian of Applicant, or another member of Applicant’s family.** If Applicant is unable to obtain a Guarantor when one is required, the Applicant will be denied. **A Guarantor will not be allowed if an Applicant has a credit score below 600.**

Submitting an Application: MnP accepts all Applications and leases for all properties on a first come, first served basis. A Property will be put on hold for the first Applicant who submits all fully completed Applications, all Application fees and earnest money to MnP. If the Application is not fully completed and another Application is presented on the Property, the second Application will be accepted as first. All

Applicants are required to view a Property prior to submitting an Application. Applications will not be accepted on properties sight unseen. **All persons the age of 18 or older intending to occupy the Property must apply and be approved to occupy the Property. A copy of each Applicant's photo ID must be submitted with each Application.**

Once t Application has been approved, the Applicant agrees to sign a Lease within 48 hours of notification of approval.

Fees & Deposit: An Application fee of \$40.00 must accompany each Application. This fee is non-refundable. **If Applicant is required to get a Guarantor, a \$40 Guarantor Application fee is also required. MnP requires half of the first month's rent as earnest money to accompany an Application.** Please submit your Application fees and earnest money in separate payments. A full refund of earnest money will be returned if the Application is not approved. **You cannot withdraw your Application once you are approved without forfeiting your earnest money. A convenience fee at the time of any electronic transaction will be charged and said fee will be non-refundable.**

Once approved, earnest money will be applied toward the security deposit. The security deposit, including a non-refundable carpet cleaning and lock re-key fee, is equal to the monthly rental amount. If a pet is allowed, an additional deposit is required. Rent, deposit balance, carpet/lock fee, and pet deposits must be paid in full upon Lease start.

Standard Policies: If the Property you are applying for allows pets, **the following are excluded and not allowed (including mixed breeds):** Doberman, German Shepherd, Pit Bull, Staffordshire Terrier, Chow, Presa Canario, Malamute, Mastiff, Shar-Pei, Rottweiler, Akita, Great Dane, Wolf Hybrids, ferrets, inside rabbits, reptiles and other exotic pets. If your dog is a mixed breed, Applicant will be required to provide a picture of their dog. **No dogs under 1 year of age will be permitted.**

Smoking is not permitted in any Property, balcony, patio or garage. Under no circumstances, medical or otherwise, will marijuana be allowed to be grown, smoked, consumed, or distributed in or on the Property.

Fair Housing Policy: It is the policy of MnP to offer rental housing to the general public without regard to race, color, national origin, religion, sex, familial status, marital status, creed, ancestry, or handicap. All employees of MnP fully comply with this policy.

Fort Collins Code: Under the City of Fort Collins Land Use Code the maximum permissible occupancy for a single family dwelling is: (1) One family (related by blood, marriage, adoption, guardianship or other duly authorized custodial relationship) and not more than one additional person; or (2) Two adults and their dependents, if any, and not more than one additional person.

Renters Insurance: All Residents shall be required to obtain renter's insurance. Resident(s) agrees to speak with an insurance agent to discuss proper coverage for Premises. **All Residents shall be required to show proof of renter's insurance by the date of Lease start.**

Primary Contact: A primary point of contact must be established for all Residents. All Residents agree to designate _____ as primary contact for the Property. **If a primary contact is not chosen by Residents, one will be assigned by MnP. The primary contact will be the only contact for all access to the Property.**

Applicant has read and agrees to all above terms and conditions:

Applicant Signature _____ Date: _____

Desired move-in date: _____ - _____ - _____
Who viewed the Property? (Please Circle One) *Applicant* or *Other*
How did they hear about this Property? (Sign, MnP, Craigslist, NCR, etc.) _____

Property Address: _____
Applicant: _____ SS# _____
DOB _____ Driver's License # _____ State _____
Phone _____ Email _____

Current Address: _____ City _____ State _____ Zip _____
Landlord _____ Phone _____
Dates of Occupancy _____ Rent _____
Reason for Moving _____

Previous Address: _____ City _____ State _____ Zip _____
Landlord _____ Phone _____
Dates of Occupancy _____ Rent _____

Employer: _____ Phone _____
Address/State _____ Full / Part Time _____
Dates of Employment _____ Job Title _____
Gross Salary _____ Per Month _____

Student: Yes / No Parental Support \$ _____ Per Month
Other Income: _____ \$ _____ Per Month

Occupants:
Name _____ Relationship _____ Age _____
Name _____ Relationship _____ Age _____
Name _____ Relationship _____ Age _____
Name _____ Relationship _____ Age _____

Emergency Contact:
Name _____ Relationship _____
Phone _____ Email _____
Address _____ City _____ State _____ Zip _____
Vehicle:
Make _____ Model _____ Color _____ Year _____
License Plate # _____ State _____ Insurance _____
Storage Items: () Boat () Trailer () Bicycle () Camper () Motorcycle () Moped () Other: _____
Make _____ Model _____ Color _____ CSU Serial # _____

Please answer the following questions:

- Yes ___ No ___ Are you part of a fraternity or sorority? (Affiliation _____)
- Yes ___ No ___ Have you ever been evicted from a property?
- Yes ___ No ___ Have you ever filed bankruptcy? (Date _____ chapter filed _____)
- Yes ___ No ___ Have you ever been sued for non-payment of a debt?
- Yes ___ No ___ Have you ever been convicted of a felony? (**Please explain below**)
- Yes ___ No ___ Have you ever been served an eviction notice or asked to vacate a property you were renting?
- Yes ___ No ___ Have you ever refused to pay rent when due?
- Yes ___ No ___ Have you ever broken, or in any manner failed to honor a lease or rental agreement?
- Yes ___ No ___ Have you ever changed your name? Please list all previous names: _____

Explanation: _____

Pets:

Pet(s) _____ Breed _____ / _____ Weight _____ / _____ Height _____ / _____
Age _____ / _____ Color _____ / _____ Name _____ / _____ Neutered/Spayed

Contingencies: Contingencies: (A contingency defines a condition or action that must be met in order for this application to become binding. Contingencies listed here will be taken to the Owner of the Property and becomes part of the lease when both the Owner and Applicant agree to the terms. The Property will be accepted "As Is" unless noted in this section.) Given the overall condition of the property, we try to keep our units in a safe and habitable condition. We have all of our furnaces serviced annually and correct any defaults found. We inspect the units on an annual basis to ensure their safety. We also have the carpets cleaned and locks changed after each turnover. Please note that any maintenance a Resident would like, beyond what is previously listed, should be listed as a contingency on the application to ensure said maintenance can be done. Without the prior approval from the Owner, MnP doesn't have the authority to guarantee the work will be done.

Applicant Signature

Date

AGENCY DISCLOSURE: MnP, hereinafter referred to as Agent, is a licensed real estate agency in the State of Colorado and Charlie Koons, CPM, is the current managing broker. Agent is managing and or leasing the Property as **Agent for the Owner and is not the Agent of Applicant**. Any leasing and/or management fees due Agent for this transaction will be paid by the Owner and not by the Applicant. Agent owes duties to the Owner, which include good faith, loyalty, and fidelity and will negotiate on behalf and act as an advocate for the Owner. Agent shall disclose to Applicant all adverse material facts about the Property actually known by Agent (subject to the limitations of section 38-35.5 – 101, C.R.S.). Applicant should not tell Agent any information which Applicant does not want shared with the Owner. Applicant shall not be vicariously liable for Agent's acts when Agent acts as agent of the Owner. (Vicarious liability is a principal's liability for the acts of an agent when the agent is acting within the scope of the agent's employment.)

Applicant Agreement: I have examined the information I have provided on this Application and hereby agree that all the questions I have answered are true to the best of my knowledge. I understand and agree that this Application is subject to approval by MnP/Owner based on the information I have supplied. I understand that any misrepresentation or omission of information on this Application or attached Applications constitutes justification for refusal of my Application. I understand and agree that this Application is not a lease or a rental agreement. I hereby waive any claim for damages if my Application is not accepted. I understand MnP will make every good faith effort to have the Property ready for occupancy as promised. However, should the Property not be available for occupancy, I hereby waive any and all rights to seek damages of any kind. I hereby authorize MnP (on behalf of the Owner and any successor Owners) to obtain a current credit bureau report, and to call or write any of my references for verification that the statements are true and accurate. I understand I may obtain a Summary of Rights under the Fair Credit Reporting Act by visiting: <http://www.ftc.gov/credit>, or writing: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Avenue, N.W., Washington D.C. 20580. I authorize MnP to make further credit inquiries in regard to continued creditworthiness and collection of unpaid rent or damages to the Property. I understand and agree that this credit report may be shared with the Owner and any successor Owners. I understand and agree that upon approval this Application will be attached and made part of the Lease.

Once an Application has been approved, the Applicant agrees to sign a Lease within 48 hours of notification of that approval to any of the Applicants for the Property.

I understand that I cannot withdraw my Application once I have been approved without forfeiting my earnest money. My earnest money will be returned if my Application is not approved for any reason.

Copies of signatures on this Application transmitted by email or other electronic communication shall be considered original signatures for all purposes.

Applicant Signature

Date

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(BD24-5-09) (Mandatory 7-09)

DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE SELLER AGENCY, BUYER AGENCY OR TRANSACTION-BROKERAGE.

BROKERAGE DISCLOSURE TO
 BUYER TENANT

DEFINITIONS OF WORKING RELATIONSHIPS

For purposes of this document, seller also means landlord (which includes sublandlord) and buyer also means tenant (which includes subtenant).

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

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

Transaction-Broker: A transaction-broker assists the buyer or seller 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 buyer's financial ability to perform the terms of a transaction and, if a residential property, whether the buyer 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 BUYER

Broker and Buyer referenced below have NOT entered into a buyer agency agreement. The working relationship specified below is for a specific property described as:

PROPERTY BEING APPLIED FOR _____ or real estate which substantially meets the following requirements:
MEETS THE NEEDS OF APPLICANT _____

Buyer understands that Buyer shall not be liable for Broker's acts or omissions that have not been approved, directed, or ratified by Buyer.

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 seller's agent and Buyer is a customer. Broker, as seller'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 contract. Broker is not the agent of Buyer.

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

Transaction-Brokerage Only. Broker is a transaction-broker assisting in the transaction. Broker is not the agent of Buyer.

Buyer consents to Broker's disclosure of Buyer'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 Buyer, or use such information to the detriment of Buyer.

DISCLOSURE OF SETTLEMENT SERVICE COSTS. Buyer acknowledges that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

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 Buyer, Buyer understands that Buyer must contact local law enforcement officials regarding obtaining such information.

BUYER ACKNOWLEDGMENT:

Buyer acknowledges receipt of this document on DATE OF APPLICATION.

X
Buyer Tenant _____ Buyer _____

BROKER ACKNOWLEDGMENT:

On DATE OF APPLICATION, Broker provided APPLICANT (Buyer) with this document via APPLICATION and retained a copy for Broker's records.

Brokerage Firm's Name: MOUNTAIN-N-PLAINS, INC.

ifacey fleming
Broker