



COLORADO APARTMENT ASSOCIATION



(RENTAL PROPERTY ADDRESS)

RENTAL APPLICATION

Form with fields for Name (Occupant), Name (Co-Occupant), Present Address, Community / Landlord Name & Address, Present Employer, Previous Employer, Vehicles, Auto Loan, Checking Account, Credit Cards, and Emergency Contact.

For use by CAA members only. Photocopies or reproductions are not valid.

Please answer the following questions:

- 7 questions regarding special accommodations, animals, evictions, unpaid rent, lease violations, criminal records, and convictions.

RELEASE

This is to inform you that as a part of our procedure for processing your application, an investigative consumer report may be prepared whereby information is obtained through personal interviews with your landlord, employer, others with whom you are acquainted, a credit check, and criminal report.

DEPOSIT AND RECEIPT

Applicant hereby deposits the amount of \$... resident by the date of... If the applicant is accepted and resident does not enter into a lease agreement within 72 hours of notification of acceptance, then the amount deposited shall be retained as liquidated damages for holding the apartment off the market.

Date: Signature of Applicant: Date: Signature of Applicant:

Date: Signature of Leasing Agent:

CRIME FREE LEASE ADDENDUM

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner/Agent for Owner and Resident agree as follows:

1. Resident, any members of the Resident’s household, a guest or other person affiliated in any way with the Resident shall not engage in any criminal activity (as defined in Title 18, C.R.S.), including drug-related criminal activity, on or near the dwelling unit, the surrounding area or the area of the complex (hereinafter collectively referred to as the “premises”). “Drug-related criminal activity” means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Article 18 of Title 18, C.R.S.).

2. Resident, any member of the Resident’s household, a guest, or other person affiliated in any way with the Resident shall not engage in any act which facilitates criminal activity, including drug-related criminal activity, on or near said premises.

3. Resident or members of the household will not permit the premises to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household.

4. Resident, any member of the Resident’s household, a guest or another person affiliated in any way with the Resident shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance (as defined in Article 18 of Title 18, C.R.S.) at any location, whether on or near the premises or otherwise.

5. Resident, any member of the Resident’s household, a guest or another person affiliated in any way with the Resident shall not engage in any illegal activity, including prostitution (as defined in Article 7 of Title 18, C.R.S.), criminal street gang activity (as set forth in Title 16 or 18, C.R.S.), threats or intimidation (as prohibited in Title 18, C.R.S.), assault (as prohibited in Article 3 of Title 18, C.R.S.), including, but not limited to, the unlawful possession or discharge of firearms or illegal weapons (as prohibited in Article 12 of Title 18, C.R.S.) on or near the premises, or any other violation of the Criminal Statutes of the State of Colorado or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, their agent, other tenant, or guest or that which involves imminent or actual serious property damage.

6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE CONSIDERED A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND SUFFICIENT CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation, as outlined above, shall be considered sufficient cause for immediate termination of the lease and notice of such termination shall be given in accordance with Article 40-107.5 of Title 13, C.R.S. Unless otherwise provided by law, proof of violation/breach of this agreement resulting in a termination shall not require criminal conviction, but shall require only a showing by a preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern. Should any provision of this Lease Addendum be declared invalid by any Court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect regardless of such declaration.

8. This LEASE ADDENDUM is incorporated into the lease, executed or renewed on the date as set forth below.

Resident Signature Date: _____

Resident Signature Date: _____

Resident Signature Date: _____

Property Manager’s Signature Date: _____

Property

For information on other professional rental forms, please call
The Apartment Association of Colorado Springs at (719) 534-9997.



Courtesy of Coldiron & Associates, P.C.
Attorneys at Law

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

Any residential property being professionally managed by Brokerage Firm or real estate which substantially meets the following requirements:

Single Family Home, Town Home or Condominium meeting said Tenant's desired housing requirements.

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.

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 _____.

Tenant

Tenant

BROKER ACKNOWLEDGMENT:

On _____, Broker provided _____ (Tenant)

with this document via www.GalvanAndGardner.com and retained a copy for Broker's records.

Brokerage Firm's Name: Galvan And Gardner Property Management Group Inc.



Broker