



DURANGO PROPERTY MANAGEMENT

APPLICATION POLICIES

Durango Property Management is the exclusive agent for the property owner and does not have any fiduciary or agency responsibility to the applicant who is a Customer. All federal, state and local laws are followed and each application is processed without regard to the race, color, religion, sex, handicap, familial status or national origin of applicant. We also comply with all State and Local fair housing laws.

GENERAL: Each applicant 18 years of age and older must complete an application and pay the application fee of \$40.00 per individual which is non-refundable. \$8.26 is for the cost of the Credit Report and \$31.74 is for time to process application and check references. A copy of a state or federal issued ID is required at the time of application for each applicant.

PROPERTY VIEWING: Before an application can be submitted the applicant must have first viewed the property.

PROCESSING: Each application must be complete, signed and application fee paid to be processed. One-Half of the security deposit is required at the time of application as a holding deposit. Applications will continue to be accepted until applicant has submitted all applications, been approved and deposit paid. Completed applications will be processed in the order received.

RENTAL HISTORY: Applicant must have satisfactory rental references with at least 12 months of verifiable rental history unless applicant has just sold their home. Relatives are not accepted as rental references. If applicant has not rented before, never owned a home or has less than 12 months of references, first month's rent, last month's rent and security deposit will be required.

CREDIT: A credit report will be done on all applicants. If credit is not satisfactory an additional deposit may be charged or applicant may be denied. Foreclosures and medical debt may be considered an exception.

1. THE PROSPECTIVE TENANT HAS THE RIGHT TO PROVIDE TO THE LANDLORD A PORTABLE TENANT SCREENING REPORT, AS DEFINED IN SECTION 38-12-902 (2.5), COLORADO REVISED STATUTES; AND 2. IF THE PROSPECTIVE TENANT PROVIDES THE LANDLORD WITH A PORTABLE TENANT SCREENING REPORT, THE LANDLORD IS PROHIBITED FROM: CHARGING THE PROSPECTIVE TENANT A RENTAL APPLICATION FEE; OR CHARGING THE PROSPECTIVE TENANT A FEE FOR THE LANDLORD TO ACCESS OR USE THE PORTABLE TENANT SCREENING REPORT.

INCOME VERIFICATION: Current paystub is required from current employer. If self-employed applicant must provide evidence of income.

450 S Camino Del Rio #204 · Durango CO 81301
(970) 259-5612 Office · info@durangorentals.com

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Application Policies 2024.01.24

SECURITY DEPOSIT: Generally equal to one month's rent and due in full at the lease signing.

PET POLICY: If the property owner agrees to allow a pet, applicant will be required to pay an additional pet deposit of \$250.00 per pet. Pet deposit due in full prior to moving in. Due to insurance limitations we do not allow the following types of pets: 1. Pit Bull, 2. Rottweiler 3. Chow 4. Doberman Pincher 5. German Shepherd 6. Akita 7. Wolf Hybrid.

SMOKING POLICY: All of our units are non-smoking. We do not allow the cultivation of marijuana in any of our units.



DURANGO PROPERTY MANAGEMENT

RENTAL APPLICATION

Date: _____ Address Applying for: _____
Street Address City State Zip

An application fee of \$40.00 per Applicant is required at the time of application and is non-refundable. The application fee covers the credit report cost of \$8.26 and \$31.74 is for time to process the application and check references. Durango Property Management, Inc. is an Agent for the Property Owner.

Personal Information

Applicant full name: _____
First Name Middle Name Last Name

Current Phone: _____ Work Phone: _____ E-mail: _____

Date of Birth: _____ Social Security #: _____

Driver's License # & State: _____

How many TOTAL persons will be living in this Unit? _____ Adults: _____ Children: _____

Do you have a Co-Applicant? Yes No (circle one)
(Note: Co-Applicant(s) to complete a separate application)

If Yes, what is relationship to Applicant? _____

Employment References

(If you are self-employed, please include Nature of Business, Your Business Name, Proof of Income and a Client Reference)

Applicant Employer: _____ Position: _____

Address: _____
Street Address City State Zip Code

Phone: _____ Supervisor: _____ Monthly Income: \$ _____

Personal References

Name: _____ Relationship: _____ Phone: _____ E-mail: _____

Name: _____ Relationship: _____ Phone: _____ E-mail: _____

Residential History and Rental References

NOTE: If you OWN currently or in the past, please note as such

1. Current: _____ **Dates of Occupancy:** _____
Address City State Zip

Landlord (LL) Name: _____ **LL Phone:** _____

LL E-mail: _____ **Monthly Rent (or Mortgage) Amount: \$** _____

Reason for leaving current residence: _____

2. Prior: _____ **Dates of Occupancy:** _____
Address City State Zip

Landlord (LL) Name: _____ **LL Phone:** _____

LL E-mail: _____ **Monthly Rent (or Mortgage) Amount: \$** _____

3. Prior: _____ **Dates of Occupancy:** _____
Address City State Zip

Landlord (LL) Name: _____ **LL Phone:** _____

LL E-mail: _____ **Monthly Rent (or Mortgage) Amount: \$** _____

4. Prior: _____ **Dates of Occupancy:** _____
Address City State Zip

Landlord (LL) Name: _____ **LL Phone:** _____

LL E-mail: _____ **Monthly Rent (or Mortgage) Amount: \$** _____

Emergency Contact

Name: _____ **Address:** _____
Street Address City State Zip

Relationship: _____ **Phone:** _____

Emergency Contact E-mail: _____

Vehicle Information

Year: _____ **Model:** _____ **Make:** _____ **License Plate:** _____
Number State

Year: _____ **Model:** _____ **Make:** _____ **License Plate:** _____
Number State

Year: _____ **Model:** _____ **Make:** _____ **License Plate:** _____
Number State

Animals

(No animals without prior approval, each animal is subject to a refundable animal deposit in the amount of \$250.00 each)

Any Animals? **Yes No** (circle one)

Total Number of Animals: _____

Type: _____ Breed _____ Weight: _____ Age: _____ How Long Owned: _____

Type: _____ Breed _____ Weight: _____ Age: _____ How Long Owned: _____

Have You Ever?

Have you ever been served an eviction notice? **Yes No** (circle one)

Have you ever been asked to vacate a property you were renting? **Yes No** (circle one)

Have you ever been evicted? **Yes No** (circle one)

Broken a lease or rental agreement? **Yes No** (circle one)

If Yes, why? _____

Have you ever willfully or intentionally refused to pay rent when due? _____

If Yes, when & why? _____

Have you ever been sued for nonpayment of rent or damages to rental property? _____

If Yes, when & please explain: _____

Have you ever filed for bankruptcy? **Yes No** (circle one) If Yes, when? _____

Do you have a criminal conviction or deferred judgment? **Yes No** (circle one)

Do you have a criminal conviction or deferred judgment relating to?

- The unlawful distribution, manufacturing, dispensing, or sale of a material, compound, mixture or preparation that contains methamphetamine as described in C.R.S. 18-18-405? **Yes No** (circle one)
- The unlawful possession of materials to make methamphetamine and amphetamine, as described in C.R.S. 18-18-415.5? **Yes No** (circle one)
- Any offense that required the prospective tenant to register as a sex offender pursuant to C.R.S. 16-22-103? **Yes No** (circle one)
- Other / what / when: _____

Additional

Any special considerations? _____

(Note: Housing discrimination based on Applicant's race, color, national origin, religion, sex, family status or disability is strictly prohibited by Federal law)

How were you referred to us? Newspaper ad _____ Rental sign _____ Internet _____
Our website _____ Other _____

Personal Referral : Yes No (circle one)

If Yes, who? _____
(Name, email, and phone number so we can please thank them)

Disclosures & Definitions

Property Owners Agent: An Owner's agent works solely on behalf of the Owner and owes duties to the Owner which includes the utmost good faith, loyalty and fidelity. The Agent will negotiate on behalf of and act as an advocate for the Owner. The Agent must disclose to potential Tenants all adverse material facts about the property actually known by the Broker. A separate written Management Agreement is required which sets forth the duties and obligations of the Broker and the client.

Customer: A Customer is a party to 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. By signing below, I hereby acknowledge that I have read the above definitions and understand that I am a Customer and that Durango Property Management, Inc. is an Agent for the Property Owner.

Megan's Law: If the presence of a registered sex offender is a matter of concern to the Applicant/Tenant, Applicant/Tenant should contact local law enforcement officials regarding obtaining such information.

Correct Information / Credit Report / Verification Authorization

By initialing this section, the undersigned hereby authorizes the party to who this Rental Application is submitted, or a third party engaged by such party, to obtain information about the Rental Applicant, including but not limited to credit reports, present and past employment positions, status of bank accounts, and payment history on mortgages and / or rental housing. I declare the foregoing information is true and correct, and I hereby authorize you to conduct an employment and credit check and to verify my rental history and references.

1. THE PROSPECTIVE TENANT HAS THE RIGHT TO PROVIDE TO THE LANDLORD A PORTABLE TENANT SCREENING REPORT, AS DEFINED IN SECTION 38-12-902 (2.5), COLORADO REVISED STATUTES; AND 2. IF THE PROSPECTIVE TENANT PROVIDES THE LANDLORD WITH A PORTABLE TENANT SCREENING REPORT, THE LANDLORD IS PROHIBITED FROM: CHARGING THE PROSPECTIVE TENANT A RENTAL APPLICATION FEE; OR CHARGING THE PROSPECTIVE TENANT A FEE FOR THE LANDLORD TO ACCESS OR USE THE PORTABLE TENANT SCREENING REPORT.

Applicant Initials: _____

Holding Deposit

Applicant has deposited a "Holding Deposit" in the amount of \$ _____, in consideration for Owner taking the dwelling off the rental market while considering approval of this application. If Applicant is approved & the contemplated lease agreement is entered into, the holding deposit shall be credited toward security deposit. If Applicant is approved but fails to promptly enter into the contemplated lease agreement, the holding deposit shall be forfeited to Durango Property Management and/or Owner. **THE HOLDING DEPOSIT WILL BE REFUNDED ONLY IF APPLICANT IS NOT APPROVED.** Keys will be furnished only after the Lease & other rental documents have been properly executed by all parties & after applicable rent & security deposits have been paid. This application is preliminary only and does not obligate owner or owner's agent to execute a lease or deliver possession of the proposed premises to the Applicant.

Applicant Print Full Name

Applicant Signature **Date**

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:

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 _____.

Tenant

Tenant

BROKER ACKNOWLEDGMENT:

On _____, Broker provided _____ (Tenant) with this document via _____ and retained a copy for Broker's records.

Brokerage Firm's Name: Durango Property Management, Inc.

Broker