

SUBSIDY RENTAL APPLICATION

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

"Housing subsidy" means any portion of a rental payment that is derived from a public or private assistance, grant, or loan program and that is paid by the program directly, indirectly, or on behalf of a tenant to a landlord.

Applicant's Name: _____ Date of Birth _____ SS# _____

Driver's License No. _____ State _____

Other Occupants:

Name _____ Date of Birth _____ SS# _____

Name _____ Date of Birth _____ SS# _____

Name _____ Date of Birth _____ SS# _____

Name _____ Date of Birth _____ SS# _____

TENANT HISTORY

List every City and State you have resided in since you reached the age of 18:

(1) _____ / _____, (2) _____ / _____, (3) _____ / _____, (4) _____ / _____,

(5) _____ / _____, (6) _____ / _____, (7) _____ / _____, (8) _____ / _____.

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 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 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 _____

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, 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 _____ Color _____

The following restricted breeds are not permitted: *(Insert List)*

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 background 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.**

Colorado Revised Statute, C.R.S. § 38-12-902(2.5) defines a Portable Screening Report (PTSR), and any PTSR submitted by you, must meet the following definition.

(2.5) "Portable tenant screening report" or "screening report" means a consumer report prepared at the request of a prospective tenant that includes information provided by a consumer reporting agency, which report includes the following information about a prospective tenant and the date through which the information contained in the report is current:

- (a) Name;
- (b) Contact information;
- (c) Verification of employment and income;
- (d) Last-known address;
- (e) For each jurisdiction indicated in the consumer report as a prior residence of the prospective tenant, regardless of whether the residence is reported by the prospective tenant or by the consumer reporting agency preparing the consumer report.

(I) A rental and credit history report for the prospective tenant that complies with section 38-12-904(1)(a) concerning a landlord's consideration of a prospective tenant's rental history;

and

(II) A criminal history record check for all federal, state, and local convictions of the prospective tenant that complies with section 38-12-904(1)(b) concerning a landlord's consideration of a prospective tenant's arrest records.

Further, pursuant to C.R.S. § 38-12-904(1.5)(b), landlords may require:

(I) That the screening report was completed within the previous thirty days;

(II) That the screening report is made directly available to the landlord by the consumer reporting agency for use in the rental application process or provided through a third-party website that regularly engages in the business of providing consumer reports and complies with all state and federal laws pertaining to use and disclosure of information contained in a consumer report by a consumer reporting agency;

(III) That the screening report is made available to the landlord at no cost to access or use in the rental application process; and

(IV) A statement from the prospective tenant that there has not been a material change in the information in the screening report, including the prospective tenant's name, address, bankruptcy status, criminal history, or eviction history, since the report was generated.

Pursuant to Landlord's Rights, except for applicant's credit history, Landlord insists that any PTSR provided by you meets these additional requirements.

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 Deposit(s) \$ _____ Pet Fee(s) \$ _____ Other \$ _____

(Specify) _____
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 7 working 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. Applicant's email address is: _____

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.

DISCLOSURE OF INFORMATION

I warrant and represent the information provided on this application and/or PTSR to be true and correct. I authorize Landlord to make such investigation into Applicant/Tenant/Occupant's 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 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 PTSR. 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 or PTSR. 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 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.

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.

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.