



The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(TD20-10-19) (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

Tenant

Tenant

BROKER ACKNOWLEDGMENT:

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

Brokerage Firm's Name: _____

Broker



Tenant Application Checklist

Please ensure that the following items are included with your application.

Once completed, return to RE/MAX Today, 1109 Main St. Delta, Co 81416.

Application fees are due at time of application, OR if you have a current (within 30 days) a portable tenant screening report (CRS 38-12-902).

Property

Address: _____

Applicant(s) _____ name:

Please complete the following: _____

- Brokerage disclosure for applicants (will not process unless this is signed)
- Rental Application
- Credit Check application (if no current portable screening report)
 - Fee is **\$13.65 per applicant** (18 and older & will be responsible for rent)
 - *Fee must be exact change or by check**
- Income verification
 - Acceptable forms (include one of the following):
 - Two months of paystubs
 - New employment verification
 - Bank statements
- Copy of valid driver's license (for each applicant)

***Please note: We will NOT process any application until payment of application has been made. If you choose to fax the application, please make arrangements with the office to make payment.**

Thank you,

RE/MAX Today Property Management



Rental Application

*Credit and Background Check Required on Applicants over the age of 18 (\$13.65 a person)

Property applicant is applying to rent: _____

Name of Applicant

First: _____ MI: _____ Last: _____

Date of Birth: _____ Social Security Number: _____

Driver License # and State: _____

Phone: _____

Email: _____

Name of Applicant

First: _____ MI: _____ Last: _____

Date of Birth: _____ Social Security Number: _____

Driver License # and State: _____

Phone: _____

Email: _____

Vehicle Make: _____ Model: _____ Year: _____ License Plate: _____

Vehicle Make: _____ Model: _____ Year: _____ License Plate: _____

Number of adults: _____ Number of children: _____ Number of pets (what kind): _____

Current Address: _____

City: _____ State: _____ Zip: _____

Current Rent Amount: _____ From: _____ To: _____

Reason for leaving: _____

Landlord number: _____

Landlord Name: _____

Do you own a home? Y or N Mortgage Company: _____

List all persons who plan to occupy the property: _____



Two references (local preferred if possible)

Name: _____ Address: _____ Phone: _____

Name: _____ Address: _____ Phone: _____

Employment:

Applicant 1

Company / Employer: _____ Phone: _____

From: _____ To: _____ Position Held: _____ Pay per month: _____

Applicant 2

Company / Employer: _____ Phone: _____

From: _____ To: _____ Position Held: _____ Pay per month: _____

Acceptance of deposit and rental agreement dependent upon verification of above statement. Applicant authorizes RE/MAX Today, Lessor, and Landlord systems to contact references and credit agencies to verify the above information and obtain additional credit data.

*I acknowledge payment of **\$13.65**/per applicant as a non-refundable fee for the purpose of processing this application.

Applicant 1 signature

Date

Applicant 2 signature

Date