

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (BDT20-9-08)
(Mandatory 1-09)

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 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 shall not be vicariously 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:

PREPARED BY: Matthew G. Rogers, Broker Associate
BDT20-9-08. Brokerage Disclosure to Tenant
RealFASTM Software, ©2009, Version 6.16. Software Registered to: Carolyn Rogers, All Seasons, LLC

Tenant(s) _____

Customer. Broker is the landlord's agent and Tenant is a customer.

Broker, if acting as landlord's agent, intends to perform the following list of tasks with Tenant:

- Show** a property
- Prepare and Convey** written offers, counteroffers and agreements to amend or extend the lease
- Discuss financial terms of lease**
- Supply Information** on the property, services, community and related matters.

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.

Transaction-Brokerage Only. Broker is a transaction broker assisting in the transaction.

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 _____

BROKER ACKNOWLEDGEMENT

On _____ , Broker provided

(Tenant) with a copy of document via _____ and retained a copy for Broker's records.

Brokerage Firm's Name:

All Seasons, LLC
1610 South Tejon St.
Colorado Springs, CO 80905
Phone: 719-632-3368, Fax: 719-632-4290

By: _____

Signature **Matthew G. Rogers**

Date

ALL SEASONS APPLICATION PROCEDURES & COVER SHEET

TO SEE ONE OF OUR RENTAL HOMES:

- All of our rental homes are shown personally by an agent of All Seasons, LLC or if you are working with another Broker, they may show you the home with proper authorization
- All Seasons, LLC does show rental properties during normal business hours Monday through Friday and we also show on weekends. We do not show on holidays.
- Please remember that you may be seeing the property before it is ready for final occupancy. All properties are cleaned according to our strict guideline prior to move-in.
- All representatives of All Seasons, LLC are agents of the property owner and work in the owner's best interest
- All representatives of All Seasons, LLC work with tenants and prospective tenants as Customers

IF YOU DECIDE TO SUBMIT AN APPLICATION:

- Anyone 18 years of age and older that will be occupying the property must submit a separate application
- An application fee must be attached to each application to help minimize costs of verifying information provided in the lease application
- This application fee should be in cash. It is non-refundable and does not apply towards any eventual security deposit or rent
- We will ask to see your current drivers license or military ID and will copy for our records
- Every blank in the application must be completed and the application must be signed. If it is not, we have the right to decline your application.
- It is preferred to have an LES attached to each military application
- We do not under any circumstances accept Pit Bulls, Chows, Rottweilers, or Dobermans. No aggressive dogs are allowed and if later, we determine they are aggressive, they can be removed at our discretion. All other dogs may require renters' insurance at the request of the owner. Snakes, iguanas, rabbits, guinea pigs, ferrets by written acceptance only.

APPLICATION FEES:

- There is **no application fee** for active duty military and spouse
- Application fee is **\$15.00** per applicant. Add \$5.00 for each additional state you have lived in besides Colorado.
- **Add \$10.00** for any previous occupancy in the states of: Nevada, California, Louisiana, & Hawaii.
- **Add \$30.00** for any previous occupancy in Canada

APPLICATION PROCESS:

- Applicant understands that All Seasons, LLC can and will accept more than one application on this rental property and that All Seasons, LLC has the sole discretion to select the best qualified tenant.
- Applications may take as little as 24 hours to complete, but usually take 48-72 hours. An application received on weekends and holidays is usually not processed until the first business day.
- A complete credit and background check are run on every applicant
- Landlords and employers are contacted to verify information
- The approval decision process is not based on credit score alone. It is based on ability to pay, credit report, background check and references. It is not decided on a first come basis.
- We will phone you to let you know if you have been accepted or declined
- If you have been declined, we will send a letter to the address listed on your application

IF YOUR APPLICATION IS ACCEPTED:

- This does not mean we are taking the property off the market. We must have your holding deposit before we stop showing the property.
- A holding deposit of at least ½ of the security deposit is due. The holding deposit is non-refundable if the tenant does not occupy the address for whatever reason by the agreed move-in date.
- You will be notified when your lease is ready for pick-up. You will have 48 hours to pick up your lease. A DVD is provided at that time to explain all the paperwork you will be signing. You must indicate on the lease that you have listened to and understand the presentation.
- You may review the video and paperwork in the convenience of your own home, or we have a TV and VCR in our office building that may be accessible to you during normal business hours. The applicant must return the executed lease paperwork within 48 hours.
- Unless other arrangements have been made, the balance of the security deposit and the full or prorated first month's rent are also due before keys will be given to tenant.

_____ **INITIAL INDICATING YOU HAVE READ & UNDERSTAND THE ABOVE INFORMATION**

All Seasons, LLC

1610 S. Tejon St., Colorado Springs, CO 80906 - Ph. (719) 632-3368 - Fax (719) 632-4290

APPLICATION TO RENT

IN ORDER TO PROCESS APPLICATIONS THEY MUST BE COMPLETE. A SEPARATE APPLICATION AND **NON-REFUNDABLE** APPLICATION FEE IS REQUIRED BY EACH PERSON OVER 18 YEARS OF AGE. **WE ARE ACTING AS AGENT TO THE OWNER.** ALL BLANKS AND QUESTIONS MUST BE FILLED IN COMPLETELY TO BE CONSIDERED FOR RENTAL. **YOU WILL NEED TO PROVIDE A COPY OF YOUR DRIVERS LICENSE WITH THIS APPLICATION.** MISSTATEMENTS OR INACCURACY, WHETHER INTENTIONAL OR INADVERTANT, ON THE RENTAL APPLICATION IS GROUNDS FOR DENIAL OF THE APPLICATION.

APPLICANT PLEASE PRINT CLEARLY

THE UNDERSIGNED MAKES APPLICATION TO RENT:

NAME _____ DATE OF BIRTH _____
FIRST MI LAST
SSN _____ IMMIGRATION # _____ DL# _____
PHONE (DAY) _____ (EVENING) _____ E-MAIL ADDRESS _____
DESIRED RENTAL ADDRESS _____ PROJECTED MOVE-IN DATE _____
RENT _____ PET DEPOSIT _____ SECURITY DEPOSIT _____ LEASE TERM _____

OTHER PROPOSED OCCUPANTS (LIST ALL) AND THEIR RELATIONSHIP TO YOU (i.e., WIFE, CHILD, ETC):

NAME _____ RELATIONSHIP _____ NAME _____ RELATIONSHIP _____
NAME _____ RELATIONSHIP _____ NAME _____ RELATIONSHIP _____

DO YOU HAVE ANY PETS?(INCL. FISH, BIRDS, FERRETS, ETC) **YES NO** IF YES, DESCRIBE: _____
WILL YOU HAVE ANY WATER-FILLED FURNITURE? **YES NO** IF YES, DESCRIBE: _____
WILL ANYONE OCCUPYING THE UNIT SMOKE? **YES NO** **ALL PROPERTIES ARE NON-SMOKING UNLESS OTHERWISE STATED IN THE LEASE**
WILL YOU RUN A BUSINESS OUT OF THE HOUSE? **YES NO** IF YES, DESCRIBE: _____

RENTAL HISTORY (FOR AT LEAST THE LAST THREE YEARS AND LAST TWO RESIDENCES)

CURRENT ADDRESS _____
CITY _____ STATE _____ ZIP _____
OWNER/MANAGER _____ PHONE _____
RESIDED THERE FROM _____ TO _____ MONTHLY RENT _____
REASON FOR MOVING _____

PREVIOUS ADDRESS _____
CITY _____ STATE _____ ZIP _____
OWNER/MANAGER _____ PHONE _____
RESIDED THERE FROM _____ TO _____ MONTHLY RENT _____
REASON FOR MOVING _____

Have you, your spouse, or any occupant listed above ever:

Willfully or intentionally refused to pay rent?	YES	NO
Been evicted or asked to move out?	YES	NO
Had an eviction filed against you?	YES	NO
Broken a rental agreement or lease contract?	YES	NO
Declared bankruptcy?	YES	NO
Been sued for nonpayment of rent?	YES	NO
Been sued for damage to rental property?	YES	NO
Owed back court ordered child support or alimony?	YES	NO
Been charged with a felony?	YES	NO
Been charged with a misdemeanor?	YES	NO
Received deferred adjudication for a felony?	YES	NO

Please explain (state, year, location and type of each felony): _____

Do you foresee any interruption of your income or ability to pay rent? **YES NO**

You represent the answer "NO" to any question not answered above.

