



## PRE-APPLICATION PACKET

Colorado Peak Real Estate, Inc is a dedicated fair housing provider and will assist all persons without regard to race, color, creed, sex, religion, national origin, familial status, marital status, handicap, ancestry, or any other protected class as defined by local, state, and federal fair housing laws.

## APPLICATION DISCLOSURE

Applicants are not accepted on a first-come-first-served basis. All applications received will be processed concurrently, and we will select the best qualified candidate. We do require each adult (18+) intending to occupy the premises to complete their own application and please be prepared to pay our application fee of \$50 for each adult applying. Application fees are nonrefundable. If you would like to know if a property already has pending applications, please e-mail [andrea@coloradopeakre.com](mailto:andrea@coloradopeakre.com).

Applicants desiring to live together as a single housekeeping unit may qualify for tenancy as a group, in which case the owner or agent has the right to immediately terminate the rental contract when any one member of that group vacates the property.

Applicant agrees that all credit information maintained by owner or agent may be given to any credit reporting service or other agencies authorized to obtain it. Applicant hereby certifies that the information given in this application is true and correct and that any false information given will be sufficient grounds for termination and eviction.



When processing an application, we check credit, background, employment/income, and landlord references. We reserve the right to decline an application or to require additional deposit or co-signer if negative conditions are identified during the screening process.

Please be prepared to pay the application fee as outlined in the property listing. In addition to this rental application, you will also be required to provide a copy of a valid form of identification and proof of income.

Probable Disqualifications:

- Income below 2 times the rental rate
- A credit score below 600 •
- The inability to pay the full security deposit and first month rent up front
- Past evictions (in the past 7 years)
- Monies owed to a past landlords
- Bad rental references
- Bankruptcy that hasn't been discharged
- Previous bankruptcy with interim negative debt
- Felonies (violent crime, property crime, sexual crime, or domestic violence) (in the past 5 years)
- False information on rental application

HB 19-1106 Compliance: For our company, the hard costs associated with running an application include but are not limited to: paying our third-party software provider for credit/eviction/criminal background records, paying our staff member(s) hourly to process the application, and software to effectively perform all associated job duties. The labor/time associated with running an application typically includes working with the applicant to ensure the application is completed, communicating with the prospective tenant throughout



the application processes, and working to obtain past rental housing references, proof of income, picture identification, photos of pets, etc. Upon quantifying all costs and calculating the out-of-pocket expenses for running applications, we have determined that it costs us around \$60 per application for processing. However, for the sake of “fairness” and market

competition, we have lowered the rate charged to a flat \$50 per adult applying for residence.

COLORADO HB23-1099 DISCLOSURE: PROSPECTIVE TENANTS HAVE THE RIGHT TO PROVIDE TO COLORADO PEAK REAL ESTATE, INC A PORTABLE TENANT SCREENING REPORT, AS DEFINED IN SECTION 38-12-902 (2.5), COLORADO REVISED STATUTES; AND IF THE PROSPECTIVE TENANT PROVIDES COLORADO PEAK REAL ESTATE, INC WITH A PORTABLE TENANT SCREENING REPORT, COLORADO PEAK REAL ESTATE, INC IS PROHIBITED FROM: 1) CHARGING THE PROSPECTIVE TENANT A RENTAL APPLICATION FEE OR 2) CHARGING THE PROSPECTIVE TENANT A FEE FOR THE LANDLORD TO ACCESS OR USE THE PORTABLE TENANT SCREENING REPORT.

Colorado Peak Real Estate, Inc does accept compliant portable screening reports as defined by HB23-1099, which would result in no application fee being required (or possibly an application fee refund), we do still require that all tenants complete our application. Additionally, you will be deemed qualified (or not) based on the screening information/data provided on our independently pulled report, not based on information/data on your portable report. Please note that bona fide and compliant portable reports MUST come directly from the consumer reporting agency.



The Probable Disqualification list above represents some (not all) of the reasons that an application might be declined.

- We use a third-party pet/animal policy and screening service. Applicants must go to this link to do their application for their pet and or animal even if it is service animal and or emotional support animal: <https://coloradopeakre.petscreening.com/>  
Application will not be considered complete until the pet screening application has been completed.
- The Application Agreement will be signed by all applicants prior to signing a lease contract. While some of the information below may not yet be applicable to your situation, there are some provisions that may become applicable prior to signing a lease contract. In order to continue with the online application, you'll need to review the Application Agreement carefully and acknowledge that you accept its terms.
  - Application Fee (nonrefundable). You have paid online to our representative an application fee in the amount indicated below, and this payment partially defrays the cost of administrative paperwork. It's nonrefundable.
  - Approval When Lease Contract Isn't Yet Signed. If you and all co-applicants have not signed the Lease Contract when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of the approval, sign the Lease Contract when you and all co-applicants have signed.
  - If You Fail to Sign Lease Contract After Approval. Unless we authorize otherwise in writing, you and all co-applicants must sign the Lease Contract within 12 hours and pay the require deposit and first month rent after we give you our approval, by telephone or by email, or forfeit your approval.



- If You Withdraw Before Approval. You and any co-applicant may not withdraw your application or the application fee. If you or any co-applicant withdraws an application or notifies us that you've changed your mind about renting the dwelling unit, we'll be entitled to retain all application deposits as liquidated damages, and the parties will then have no further obligation to each other.
- Completed Application. An application will not be considered "completed" and will not be processed until all of the following have been provided to us: a separate Application has been fully filled out and signed by you and each co-applicant; an application fee has been paid to us; If no item is checked, all are necessary for the Application to be considered completed. Copy of ID, 2 most recent pay vouchers.
- Nonapproval. We will notify you whether you've been approved within 10 days after the date we receive a completed Application. Your application will be considered "disapproved" if we fail to notify you of your approval within 10 days after we have received a completed Application. Notification may be by email or telephone unless you have requested that notification be by mail. You must not assume approval until you receive actual notice of approval. The 10-day time period may be changed only by separate written agreement.  
Application fee is non refundable
- Extension of Deadlines. If the deadline for signing, approving, or re-funding falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next day
- Notice to or from Co-applicants. Any notice we give you or your co-applicant is considered notice to all co-applicants; and any notice from you or your co-applicant is considered notice from all co-applicants
- Keys or Access Devices. We'll furnish keys and/or access devices only after: (1) all parties have signed the contemplated Lease Contract and other rental



documents referred to in the Lease Contract; and (2) all applicable rents and security deposits have been paid in full. (3) at time of occupancy

- By signing, All applicants have viewed the property that the application is being submitted for or applicants understand if they have not seen the property and will not prior to occupancy they are accepting the property in as is condition and Colorado Peak Real Estate, Inc. has no obligations to repair/replace anything in the home that is not considered immediate health or safety hazard.
- All applicants have reviewed the minimum qualifications stated above and have completed the application to the best of their knowledge and do understand if any information is found to be fraudulent it is punishable by law and the applicants will not be considered nor will any refund of application fee be given, and it will be grounds for eviction
- By signing this application, applicant understand that Colorado Peak Real Estate, Inc has already received or could receive competing applications during this application process. Colorado Peak Real Estate, Inc. will process all applications. Colorado Peak Real Estate, Inc. will approve the most qualified applicant based on rental history, job history, background information, Credit history, desired date of occupancy, and desired length of lease.



## PET DISCLOSURE

Colorado Peak Real Estate, Inc does not have a restricted breed list! As a rule, we will accept all breeds unless an individual property owner has asked us to not accept certain breeds on their property. The property owner may also restrict the number of pets, the weight of acceptable pets, or the type of pets permitted at their property. All animals must be screened through PetScreening.com even if it is assisted animal, i.e.. service or emotional animal, petscreening link is listed in the application. An application could still be declined due to pets, even if the property is marked as accepting pets on the listing. Please note that we are a dedicated fair housing advocates and will consider all reasonable accommodation requests. There is a \$300 pet deposit per pet and a monthly pet rent of \$35 per pet for all pets. If you have an assistive animal used to help with a medical disability, you may be exempt from the above requirements. However, we will prosecute if fraud or misrepresentation occurs, and will act in accordance with Colorado House Bill 16-1308 signed into law on 03/29/2016 which defines the legal and financial penalties for mispresenting a pet as an assistive animal in the state of Colorado.



## FEE DISCLOSURE

Colorado Peak Real Estate, Inc wants all tenants to understand our expectations prior to applying and any possible initial or monthly fees which might be required should your application be approved. Fees that are always charged:

- \$12.50/mo for the limited liability insurance plan provided through our software provider and is a direct pass thru. To comply with coverage requirements, this portion of the program cannot be prorated, and is apportioned out on the monthly tenant ledger. This insurance covers the property only and not the tenants personal items or misplacement. To avoid this fee, tenant must provide proof of renter's insurance that provides limited liability coverage that protects the property.
- Fees that are commonly charged: • Pet Fees \$300 per pet deposit and monthly per pet rent of \$35. Please carefully read our Pet Disclosure provided in this packet.
- Utility Service Fee: \$ per month: For some properties (normally multifamily), utilities are not separately metered at the building, and there is common area maintenance performed for the benefit of all residents. For many of these properties, we charge a flat monthly charge to offset the property owner's costs.
- DISCLOSURE: We do not approve applications with below 600 credit scores except in very rare circumstances. At our sole discretion, exceptions include but are not limited to properties that have been on the market for well above an average amount of time, and credit between 550-600 because of unpaid medical debts or student loans (only). In all cases, property owner consent may be required