

# GRAND MESA FLATS

## STATEMENT OF RENTAL POLICY

### EQUAL HOUSING OPPORTUNITY

Grand Mesa Flats is an equal opportunity housing provider. We fully comply with the federal Fair Housing Act. We do not discriminate against any person because of race, color, religion, sex, handicap, familial status, or national origin. We also comply with all state and local fair housing laws.

### AVAILABILITY

Applications for apartment homes at Grand Mesa Flats will be accepted on a first come, first serve basis and are subject to the availability of the apartment and location requested. Under no circumstances is an apartment ever reserved without the security deposit and other applicable fees paid to the management.

### RENTAL APPLICATIONS

Rental applications are to be completed by each applicant age 18 and over. An application must be provided for all adults occupying the apartment before the applications will be considered by management. Management will rely on the information outlined on the application and if any information proves to be untrue, the application or subsequent lease may be cancelled, and the security deposit will be applied towards our damages. We will determine, from your responses to the application questions, if you may qualify for the unit you are applying for. If you would not qualify or do not answer all of the application questions, we will reject your application. If you may qualify, we will send your application to our screening company, which will run your credit report, criminal history, employment, and rental references to confirm that they meet our rental criteria. If you meet our criteria, we will approve your application. This process takes two to three business days. We will rent available units to applicants in the order that applications are approved, and deposit received.

### APPLICATION FEE

A non-refundable application fee of \$40.00 per applicant must be paid before an application is processed. This amount is to reimburse us for our actual costs by our screening vendor and is non-refundable regardless of the outcome of the application or the reason for that outcome.

### QUALIFICATION STANDARDS

**Credit Check:** A credit report is required on each individual age 18 and over and will be the first step in the application process. The results of the credit report will be evaluated. Unsatisfactory credit can and will disqualify applicants from renting an apartment. Grand Mesa Flats defines credit report as follows: Credit score of 700 or higher - approved; 600 to 699 - approved with conditions (co-signer or extra deposit may be required). 599 or below - denied.

Grand Mesa Flats defines an unsatisfactory credit report any unpaid bills, unpaid collections (other than explained medical bills), unpaid utilities, any legal judgments or recent bankruptcy. Recent bankruptcy is defined as being filed within the last 6 months. If positive credit has been established after the two-year period or proof of court ordered bankruptcy dismissal, the application will be considered. If an application is denied due to poor credit, applicant will be notified and provided with the name, address and phone number of the credit bureau to obtain a copy of their report.

**Income:** When the monthly rental amount is divided by the applicant's verifiable source of income, that ratio must be 40% or greater. Family relationships may not be considered verifiable as a source for income verification. Applicant without verifiable income will be denied. If retired or unemployed, applicant must provide other sources of verifiable, regular monthly income (i.e. investments, trust funds, child support, alimony, etc.) that satisfy the rent to income ratio for the entire lease term.

**Employment:** When applying, it is the obligation of the applicant to provide proof of employment through either a copy of the two (2) most recent pay stubs and the prior year's W-2, or a job offer letter stating the start date and salary on company letterhead. If self-employed, provide the previous year's tax return. Employer pay stubs must be printed with a company name and address. All deductions must be identified according to the state and federal laws. Students must provide documentation of full-time student status (12 credit hours). If income cannot be verified, a co-signer or additional deposit will be required.

**Residence:** Applicants must provide at least six (6) months of verifiable rental and/or payment history within the last 2 years from a landlord, apartment community or mortgage company. Acceptable rental payment history would include no more than three (3) late payments or returned checks per year of residency. Reference information from family members or friends will not be considered.

**Criminal Background:** Criminal background checks will be required on all applicants age 18 and over. If failed, they will not be allowed to occupy the apartment. Being on a sex offender registry or felony convictions/deferred adjudications for sex offenses, manufacturing/distributing a controlled substance, violent crimes resulting in the death of a person and stalking will always result in an application being denied. Felony convictions in the past 5 years for other criminal offenses will also result in the denial of an application. Certain misdemeanor convictions in the past 5 years such as property related, violence related, and drug related and unclassified crimes that are not provided related to any of the aforementioned crimes will result in a denial.

**Guarantor Qualification:** Guarantors may be accepted in certain circumstances where there is a first-time lessee who does not have rental history or established credit. Guarantors may also be used in cases of persons with limited income, who would otherwise not qualify under our present selection criteria. At no time will a guarantor be used to cover negative credit or criminal convictions that would result in a denied application. The guarantor must have sufficient income that exceeds or equals their monthly mortgage plus three (3) times the monthly rent. The guarantor must have no less than a 650 on the credit score. The guarantor is required to be present to sign the lease agreement. Guarantor responsibilities include paying of rent, and payment for damages should the resident default in areas of the lease agreement. Guarantor is bound by all terms and covenants of the lease agreement and agrees to comply with all aspects of the lease.

**Age:** Applicants considered must be 18 years of age. If under 21, or college student, you must have a guarantor.

### **SECURITY DEPOSIT/SIGNING OF LEASE**

Applicant may withdraw application within 72-hours/(3) three calendar days of the date hereof from submission of application, and forfeit the nonrefundable application fee. If an approved applicant fails to pay the full deposit and execute a rental agreement within 72 hours of applicant being informed of approval, the application will be cancelled, the nonrefundable application fee will be forfeited, and the specific apartment will be marketed as available. Applicant(s) also understand that no cash or personal checks will be accepted prior to or at the time of move in. If an approved applicant signs the lease and refuses to occupy premises on agreed upon date, Grand Mesa Flats shall have all remedies available in the lease and at law, and all monies given by applicant shall be applied towards Grand Mesa Flats' damages. If applicant is not approved, all monies given, less Application fee shall be returned. Additional deposits may be required if a conditional acceptance is deemed appropriate.

### **OCCUPANCY GUIDELINES**

To prevent overcrowding and undue stress on plumbing and other building systems, we limit the number of people who may reside in apartment home. In determining these limitations, we adhere to all applicable fair housing laws. We allow two persons per bedroom. Persons under the age of 1 will not be counted towards the number of people residing in the unit.

### **RENTERS INSURANCE**

Renter's insurance is required as a condition of residency for all leaseholders age 18 and over. Resident must provide us a copy prior to or upon move in before receiving keys. We require that a resident carries \$100,000 in personal liability coverage. Resident is required to name the Apartment Company and the management Agent for the Apartment Company as an added insured and loss payee on the policy, specifically.

### **VEHICLE PARKING ALLOWANCE**

Each unit is allowed up to park two (2) vehicles on the premises in either the open parking or garage parking. Parking permits will be provided to the tenants which must be prominently displayed. Refer to the Lease Agreement for allowed vehicles and restrictions.

**PETS** The resident(s) must sign a pet agreement if the property accepts a pet. This requires the pet owner to adhere to the property's regulations; including but not limited to, any applicable pet weight limits, pet deposit, non-refundable pet fee, and agreement to monthly pet rent. Breed restrictions apply. Pets over 60 lbs at adult weight will not be allowed. Vet certifications to verify breed and shot records and a photo may be required. Copy of the pet's current license issued by the City of Delta is required for each pet. Assistance animals must be approved by management. Pet deposits, fees, and pet rent will not be charged for approved assistance animals. **LIMIT ONE ANIMAL PER APARTMENT.**

**DUE TO OWNER INSURANCE COVERAGE RESTRICTIONS, WE CANNOT ACCPT THE FOLLOWING DOG BREEDS: PIT BULL (STAFFORDSHIRE TERRIER) OR ANY BULLY BREED, DOBERMAN, ROTTWEILER, CANE CORSO, ALASKAN MALAMUTE, HUSKY, GREAT DANE, BOXER, CHOW, WOLF, AKITA, GERMAN SHEPHERD, MASTIFF, OR ANY DOGS WHICH ARE A MIX WITH THESE BREEDS.**

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Applicant Signature/Date

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Applicant Signature/Date

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Applicant Signature/Date

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Applicant Signature/Date

**Policies may change from time to time with notice.**

This form has not been approved by the Colorado Real Estate Commission. It was reviewed by legal counsel Tschetter Sulzer, PC.

## Application for Residency

Grand Mesa Flats Apartments  
1681 Rodeo Way | Delta, CO 81416  
970-765-0002 Office  
grandmesaflats@brayandco.com

\*Please fill out all information completely as failure to do so may delay processing.

\*\*Proof of Income listed is required upon submission of application. (I.E. Pay stubs, bank statements, tax returns, etc.)



## RENTAL APPLICATION

**ALL APPLICANTS, EIGHTEEN (18) YEARS OF AGE OR OLDER, WHO WILL BE RESIDING IN THE PREMISES, MUST FILL OUT A SEPARATE APPLICATION**

Applicant Name \_\_\_\_\_  
Date of Birth \_\_\_\_\_  
Phone # \_\_\_\_\_  
Email \_\_\_\_\_  
Occupation \_\_\_\_\_

\_\_\_\_\_ Last \_\_\_\_\_ First \_\_\_\_\_ MI \_\_\_\_\_  
\_\_\_\_\_ SSN \_\_\_\_\_  
\_\_\_\_\_ Driver's License # \_\_\_\_\_  
\_\_\_\_\_ Number \_\_\_\_\_ State \_\_\_\_\_  
\_\_\_\_\_ Annual Gross Income \_\_\_\_\_

### LIST ALL PARTIES WHO WILL RESIDE IN APARTMENT ON A PERMANENT BASIS:

Name: \_\_\_\_\_ Date of Birth \_\_\_\_\_ SSN \_\_\_\_\_  
Name: \_\_\_\_\_ Date of Birth \_\_\_\_\_ SSN \_\_\_\_\_  
Name: \_\_\_\_\_ Date of Birth \_\_\_\_\_ SSN \_\_\_\_\_  
Name: \_\_\_\_\_ Date of Birth \_\_\_\_\_ SSN \_\_\_\_\_

### RESIDENT HISTORY

List every city and State you have resided in since you reached the age of 18.

CITY	STATE	CITY	STATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

### CURRENT ADDRESS: (IF STATIONED OVERSEAS, PLEASE LIST PRIOR ADDRESS – NO PO BOXES)

Street \_\_\_\_\_ Apartment Number \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
(Please Check One): ☐ Rent ☐ Own ☐ Live with Parents From: \_\_\_\_\_ To: \_\_\_\_\_ Monthly Pmt: \_\_\_\_\_  
Apt. Name/If Home, Mortgage Co. & Loan No. \_\_\_\_\_  
Current Landlord/Manager/Lender: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Reason for Moving \_\_\_\_\_

**PREVIOUS ADDRESS:**

Street \_\_\_\_\_ Apartment Number \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
(Please Check One): ☐ Rent ☐ Own ☐ Live with Parents From: \_\_\_\_\_ To: \_\_\_\_\_ Monthly Pmt: \_\_\_\_\_  
Apt. Name/If Home, Mortgage Co. & Loan No. \_\_\_\_\_  
Current Landlord/Manager/Lender: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Reason for Moving \_\_\_\_\_

In the past seven (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

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**EMPLOYMENT****CURRENT EMPLOYER:**

Name: \_\_\_\_\_ Work Phone #: \_\_\_\_\_  
Business Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Employment Start Date: \_\_\_\_\_ Position: \_\_\_\_\_ Annual Salary: \_\_\_\_\_  
Supervisor Name: \_\_\_\_\_ Supervisor Phone #: \_\_\_\_\_

**OTHER MONTHLY INCOME (if any):**

Type of Income: \_\_\_\_\_ Source: \_\_\_\_\_ Amount per Month: \_\_\_\_\_  
Type of Income: \_\_\_\_\_ Source: \_\_\_\_\_ Amount per Month: \_\_\_\_\_

**OTHER EMPLOYER:**

Name: \_\_\_\_\_ Work Phone #: \_\_\_\_\_  
Business Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Employment Start Date: \_\_\_\_\_ Position: \_\_\_\_\_ Annual Salary: \_\_\_\_\_  
Supervisor Name: \_\_\_\_\_ Supervisor Phone #: \_\_\_\_\_

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**VEHICLE**

YEAR	MAKE	COLOR	REGISTERED TO	STATE	LICENSE PLATE #
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

## 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

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## 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): \_\_\_\_\_

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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.

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## PETS

Do you own any pets? ☐ No ☐ Yes How Many? \_\_\_\_\_

Type: \_\_\_\_\_ Breed: \_\_\_\_\_ Weight: \_\_\_\_\_ lbs. Age: \_\_\_\_\_

Type: \_\_\_\_\_ Breed: \_\_\_\_\_ Weight: \_\_\_\_\_ lbs. Age: \_\_\_\_\_

Keeping an animal requires consent of management, payment of applicable fees/deposits, and execution of an animal addendum.

Companion/Assistance animals used for disabilities will not be charged animal fees. No more than two animals can reside in the apartment home at any time. Weight and breed restrictions do apply, ask our staff about more details.

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## EMERGENCY CONTACT: (NOT LIVING WITH YOU)

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## DEPOSITS AND FEES

I understand the application fee is a non-refundable payment for a credit 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 of if the Applicant is approved or denied; 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: GRAND MESA FLATS, DELTA, CO

Move-In Date if Approved: \_\_\_\_\_

I understand the deposits and fees to be:

✓	Non-Refundable Application Fee	\$40.00
✓	Security Deposit(s)	\$1,400.00
✓	First Month's Rent	\$1,400.00
	Garage Fee Monthly	\$90.00
	Garage Security Deposit	\$90.00

	Pet Deposit(s)	\$300 per pet
	Non-refundable pet cleaning fee	\$150/per pet
	Pet Fee Monthly	\$25 per pet
	Other (specify)	

PROOF OF RENTERS INSURANCE IS REQUIRED BEFORE KEYS WILL BE ISSUED. Renters Insurance must be ongoing with no lapses in policy. We will be happy to provide a list of local companies that we have experience working with.

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. 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 this 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 Resident for any damages whatsoever for failure to deliver possession on the Move-In Date.

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## DISCLOSURE OF INFORMATION

I warrant and represent the information provided on this application to be true and correct. I authorize Landlord to make such investigation into Applicant/Resident/Occupant's credit, 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 credit and 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. 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/Resident shall promptly notify Landlord in writing of any subsequent change in the information provided by Applicant on Applicant's application. 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 residents 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.

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## DISCLOSURE OF BROKERAGE RELATIONSHIP

Brokerage Relationship Disclosures Applicable? ☒ Yes ☐ No

Jessica Good ("Broker" or "Agent" or "Landlord") and the Prospective Resident(s) referenced below have NOT entered into any Real Estate Brokerage Agency Agreement or Relationship. The working relationship between Broker and Prospective Resident(s) specified below is for a specific property described as: GRAND MESA FLATS.

Resident understands and acknowledges that Broker is the agent for the property owner (Landlord), and Broker represents only the Landlord's interests in this transaction. The Owner (Landlord) of the property has granted to Broker the authority to manage and administer the Premises and Property and to enter into, administer and enforce provisions of this Application and any subsequent Lease that may result from the approval of this Application, and Broker is not considered an agent for the Resident/Applicant at any time for any reason. As a prospective Resident, you are a customer in this transaction. 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. If you desire representation, Broker recommends that you obtain either your own Broker or legal advice from an attorney.

Different brokerage relationships are available that include seller agency, landlord agency, buyer agency, tenant agency or transaction-brokerage. The Colorado Real Estate Commission has a form setting forth the definitions of these working brokerage relationships (Form DD25). Upon request, Broker will provide the working definitions of the various brokerage relationships to you.

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's 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

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
LANDLORD/BROKER'S SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE

This form has not been approved by the Colorado Real Estate Commission. It was prepared by legal counsel Tschetter Sulzer, PC.

**HOW DID YOU HEAR ABOUT OUR PROPERTY?** \_\_\_\_\_

The Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, prohibits discrimination in the rental of housing based on race, color, religion, sex, handicap, familial status or national origin. The Federal Agency, which administers compliance with this law, is the Department of Housing and Urban Development.

### TO BE FILLED OUT BY A MEMBER OF THE OFFICE STAFF

Apartment Number : \_\_\_\_\_

Rent : \_\_\_\_\_

Other Charges : \_\_\_\_\_

Expected Move in Date : \_\_\_\_\_

Floor Desired: \_\_\_\_\_

Garage Number : \_\_\_\_\_

Security Deposit: \_\_\_\_\_

Other Deposit: \_\_\_\_\_

Number of Occupants: \_\_\_\_\_

Lease Term: \_\_\_\_\_ (minimum 1 year term).