

## Commercial Application Policy

Effective July 8, 2002

1. We require showings of a specific property before an application can be accepted for that property.
2. Our application fee is **\$30.00 per person non-refundable**. Fees are comprised of: \$18 Credit/Background Report, \$12 for Rental Reference Verification, Income Verification and processing.
3. Business must be registered and in good standing.
4. We will process the first application in our office with a signed application, application fee, and security deposit. If this application meets our written application criteria, then that will be the approved applicant. Any application with a security deposit that is declined will have the security deposit returned immediately.
5. If any potential applicant turns in an application without a deposit the property will **NOT** be held. We will process the application; however, if we receive an application and deposit in the interim, that will be given priority.
6. If the applicant has pet(s), and the property allows for pet(s), a \$300.00 per pet deposit is required. Half of the total, collected pet deposit amount is non refundable and will be transferred to the property owner upon move out as consideration for allowing pet(s) on the property.
7. If an applicant fails to sign a lease after submitting a deposit we will retain the deposit as damages for having removed the property from the market.
8. Copies of our standard lease are to be given to all applicants when they submit an application.
9. If notified, the applicant may be required to submit current business financials or tax returns.

# COMMERCIAL LEASE APPLICATION

1630 S College Ave, Fort Collins, CO 80525  
1113 N Cleveland Ave, Loveland CO 80537  
Phone: (970) 224-4446 / Fax: (970) 224-4488

All Property Services, Inc. (APS) is an exclusive agent of the Owner, NOT the Applicant. APS owes certain duties to the Owner, including good faith, loyalty and fidelity. APS does Not represent the Tenant in any capacity but does owe honesty and fair dealing to all Applicants.

COMPANY/ CORPORATION/ ENTITY NAME \_\_\_\_\_

PLEASE CHOOSE ONE: \_\_\_\_\_ CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ SOLE PROPRIETOR \_\_\_\_\_ LLC

BUSINESS ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_

ZIP CODE \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_ HOW LONG AT THIS ADDRESS? \_\_\_\_\_

NUMBER OF YEARS IN BUSINESS? \_\_\_\_\_ TAX ID / FEIN NUMBER \_\_\_\_\_

PRINCIPAL'S NAME & CONTACT \_\_\_\_\_

IF APPLICABLE

ADDITIONAL PRINCIPAL'S NAME & CONTACT \_\_\_\_\_

GROSS ANNUAL SALES \_\_\_\_\_ NET INCOME/LOSS FROM PREVIOUS TAX YEAR \_\_\_\_\_

PENDING OR CURRENT LAWSUITS? IF YES, PLEASE EXPLAIN BELOW:

\_\_\_\_\_  
\_\_\_\_\_

## BUSINESS REFERENCES:

COMPANY/ CORPORATION/ ENTITY NAME \_\_\_\_\_

CONTACT NAME? \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_

ZIP CODE \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

COMPANY/ CORPORATION/ ENTITY NAME \_\_\_\_\_

CONTACT NAME? \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_

ZIP CODE \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

## FINANCIAL REFERENCES:

BANK NAME \_\_\_\_\_

CONTACT NAME? \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_

ZIP CODE \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

**EMERGENCY CONTACT: PLEASE LIST TWO WITHIN BUSINESS ORGANIZATION:**

NAME \_\_\_\_\_ POSITION \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_ POSITION \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

**OTHER:**

SPECIAL ACCOMMODATIONS NEEDED? YES \_\_\_\_\_ NO \_\_\_\_\_ IF YES, PLEASE EXPLAIN:

PETS ON THE PROPERTY? \_\_\_\_\_ BREED, WEIGHT AND AGE OF PET \_\_\_\_\_

**APPLICATION AND AUTHORIZATION:**

I/WE \_\_\_\_\_, HEREBY APPLY TO LEASE THE PREMISES LOCATED

AT \_\_\_\_\_ FOR A TERM OF \_\_\_\_\_ MONTHS,

BEGINNING \_\_\_\_\_, \_\_\_\_\_. I/WE UNDERSTAND THAT THE MONTHLY RENT ON THIS PREMISES IS \$ \_\_\_\_\_

AND THAT A SECURITY DEPOSIT OF \$ \_\_\_\_\_ IS REQUIRED EQUAL TO ONE MONTHS RENT.

I/We authorize All Property Services, Inc. to confirm all the above information and obtain a credit report displaying credit history with the above named institutions, public utilities or other credit reporting agencies. I/We understand that there is a \$30.00 nonrefundable application fee assessed at the time this application is presented to the Landlord (**All Property Services, Inc.** as agent for the owner).

I/We understand that the Landlord has a right to reject this application and to return any deposit placed, less the application fee(s), on the property in the amount of \$ \_\_\_\_\_. I/We also verify that all information provided is true and correct. If the applicant is accepted and resident does not enter into a Lease Agreement, the amount deposited will be retained by the Landlord as liquidated damages for removing the property from the rental market. Upon signing of the Rental Agreement, the amount deposited becomes a Security Deposit on the referenced premises. I/We hereby acknowledge receiving and reading a copy of All Property Services, Inc. standard residential lease \_\_\_\_\_ (**Initial Here**).

I/We are authorized to enter into a Lease or Rental Agreement on behalf of the company/corporation/business/entity/person. I/We understand if the application is approved and upon signing of the Lease or Rental Agreement, all lease terms and conditions will be honored by either the company/corporation/business/entity/person or Principal(s) as indicated below.

\_\_\_\_\_  
PRINTED NAME AND SIGNATURE OF COMPANY PRINCIPAL OR AUTHORIZED OFFICER      DATE      POSITION

EMAIL: \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME AND SIGNATURE OF COMPANY PRINCIPAL OR AUTHORIZED OFFICER      DATE      POSITION

EMAIL: \_\_\_\_\_

**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.

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### **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:

\_\_\_\_\_ Leave blank: does not apply \_\_\_\_\_

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

**BROKER ACKNOWLEDGMENT:**

On \_\_\_\_\_, Broker provided \_\_\_\_\_ (Tenant) with this document via Electronic/Online Application or Paper Application and retained a copy for Broker's records.

Brokerage Firm's Name: ALL PROPERTY SERVICES, INC.

ALL PROPERTY SERVICES, INC  
Broker