



# CANDELA PROPERTIES, LLC



Long-Term House Rentals  
Kurt S. Eilmes, Broker / Manager

## RENTAL INFORMATION AND APPLICATION PACKET

1. A separate application is required for each applicant over the age of eighteen (18).
2. Please take as many application packets as you need.
3. A lead-based paint disclosure and the EPA approved lead hazard information pamphlet "Protect Your Family From Lead in Your Home" is included with this packet. The disclosure must be initialed and signed by all applicants and returned with the rental application. This pamphlet is also available online at <http://www.epa.gov/lead/leadpdf.pdf>
4. Completed applications and one copy of the disclosure form **signed by ALL applicants** and can be:
  - a. **Mailed to Candela Properties LLC, PO Box 38013, Colorado Springs, CO 80937** or
  - b. **Delivered to 316 East Saint Vrain St., second floor, Colorado Springs CO 80903**
5. You must include a **\$15.00 non-refundable application fee** for each application.
6. Make checks or money orders payable to Candela Properties, LLC, or you may pay by cash.
7. Remember, your application will not be processed unless it is complete and the following are signed and returned with the correct application fees:
  - a. Application (Remember: a separate application is required for each applicant over the age of 18 who will reside at the property).
  - b. Non-brokerage Disclosure Acknowledgement and Agreement Form
  - c. Lead-Based Paint Disclosure, if applicable

# CANDELA PROPERTIES, LLC

## Brokerage Disclosure Acknowledgment & Agreement Form

**NOTE: DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE SELLER AGENCY, SUBAGENCY, BUYER AGENCY, OR TRANSACTION-BROKER.** A copy of the DEFINITIONS OF REAL ESTATE BROKERAGE RELATIONSHIPS as approved by the Colorado Real Estate Commission is available at your request. *(For purposes of this disclosure, Buyer also means "Tenant" and Seller also means "Landlord".)*

- Candela Properties, LLC (the company) is a licensed real estate agency in the state of Colorado and Kurt S. Eilmes is the acting Broker of Candela Properties, LLC.
- Candela Properties, LLC is acting as Landlord in this transaction and is leasing or subleasing this property to Tenants. All parties acknowledge and agree that Candela Properties, LLC is a principal party to this transaction and not an Agent for Tenants or Owner. No leasing and/or management fees will be due Candela Properties, LLC for this transaction.
- Candela Properties, LLC will negotiate on the Company's behalf and will not act as an advocate for any other entity in this transaction.
- Candela Properties, LLC shall disclose to Tenants all adverse material facts about the property actually known by the Company (subject to the limitations of section 38-35.5-101, C.R.S.).
- Candela Properties, LLC will assist all applicants without regard to race, color, creed, sex, religion, national origin, familial status, marital status, handicap, or ancestry.
- Candela Properties, LLC requires – as per the Company's office policy - that a copy of this disclosure be signed by each Tenant applicant and returned to Candela Properties, LLC before any action will be taken to process your application. *(All applicants may jointly sign one copy of this form keeping all additional copies for their records.)*
- Candela Properties, LLC discloses that Tenants will **not** be accepted on "a first-come, first-served basis" and that Candela Properties, LLC shall screen prospective Tenants based on their qualifications and the Company's needs. The Company's screening criteria, as set forth in the Company's Office Policy Manual, is available for inspection by appointment. *Applicants understand that only fully completed applications will be evaluated.*
- Tenant applicants should **not** tell Candela Properties, LLC any information which they do not want the Company to know because all information received will be used to screen Tenant applicants for the property.
- Tenants and Owners shall **not** be vicariously liable for the Company's acts since no agency relationship exists. *(Vicarious liability is a principal's liability for the acts of an agent when the agent is acting within the scope of the agent's employment.)*
- If any entity (governmental or private) at any time, determines that a brokerage relationship exists, then that brokerage relationship shall deemed to be one of Transaction Brokerage as defined under the Colorado Revised Statutes 12-61-807 and all obligations and responsibilities of the Transaction Broker are deemed to be complied with or waived.

I acknowledge that I have read this form *(and received a copy if desired)*, understand its meaning and agree to be bound by it in its entirety. I agree to look solely to Candela Properties, LLC, as acting Landlord of the property, and to hold all other parties harmless should any conflict or other problem involving the property offered for rent arise, either now or in the future.

\_\_\_\_\_  
Applicant's Signature                      Date

\_\_\_\_\_  
Applicant's Signature                      Date

\_\_\_\_\_  
Applicant's Signature                      Date

\_\_\_\_\_  
Applicant's Signature                      Date





# CANDELA PROPERTIES, LLC RENTAL APPLICATION

ADDRESS OF RENTAL PROPERTY: \_\_\_\_\_

How did you hear about this property? \_\_\_\_\_

**PLEASE NOTE: A separate application is required for each applicant over the age of 18** (excluding dependent children) who will reside at the property. This is to guarantee compliance with the state and Federal Fair Housing Acts.

**THE FOLLOWING TWO OPTIONS\* ARE MADE AVAILABLE TO ALL APPLICANTS:**

**First Option:** Applicants desiring to live together as a single housekeeping unit may elect to financially qualify for tenancy as a group, in which case Landlord has the right to immediately terminate the rental contract when any one member of that group vacates the property.

**Second Option:** Each legal entity may elect to financially qualify for tenancy individually, in which case the occupant may continue to lease the property if one or more of the other parties to the rental contract vacate the property for any reason.

*\*Note: All applicants desiring to live together must choose the same option.*

**I elect the first option.      I elect the second option.      Desired move-in date?** \_\_\_\_\_

**PLEASE NOTE:** APPLICANTS WILL **NOT** BE ACCEPTED ON "A FIRST-COME, FIRST-SERVED BASIS." LANDLORD WILL ASSIST ALL PERSONS WITHOUT REGARD TO RACE, COLOR, CREED, SEX, RELIGION, NATIONAL ORIGIN, FAMILIAL STATUS, MARITAL STATUS, HANDICAP, OR ANCESTRY. **INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED.**

**Please Print or Type**

Applicant's full legal name \_\_\_\_\_ Soc Sec # \_\_\_\_\_

Other name(s) used within the last 3 yrs. \_\_\_\_\_ Have you applied for residency with us before? \_\_\_\_\_

Home phone # \_\_\_\_\_ Work phone # \_\_\_\_\_ Cell phone # \_\_\_\_\_

Email address \_\_\_\_\_ Length of desired occupancy? \_\_\_\_\_

What is the best way for us to contact you regarding this application? \_\_\_\_\_

**List Your Last Four (4) Years Residence History & At Least Your Last Two (2) Addresses**

Current address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Type of property? (apartment, duplex/4-plex, townhouse, condo, mobile home, house, etc.) \_\_\_\_\_

How long at present address? \_\_\_\_\_ Occupancy dates \_\_\_\_\_ Monthly Rent or Mortgage \_\_\_\_\_

Landlord or Mortgage Company? \_\_\_\_\_ Phone # \_\_\_\_\_

Loan # (if applicable) \_\_\_\_\_ Why are you moving? \_\_\_\_\_

Former address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Type of property? (apartment, duplex/4-plex, townhouse, condo, mobile home, house, etc.) \_\_\_\_\_

How long at former address? \_\_\_\_\_ Occupancy dates \_\_\_\_\_ Why moved? \_\_\_\_\_

Former Landlord's Name \_\_\_\_\_ Phone # \_\_\_\_\_

Former address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Type of property? (apartment, duplex/4-plex, townhouse, condo, mobile home, house, etc.) \_\_\_\_\_

How long at former address? \_\_\_\_\_ Occupancy dates \_\_\_\_\_ Why moved? \_\_\_\_\_

Former Landlord's Name \_\_\_\_\_ Phone # \_\_\_\_\_

Former address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Type of property? (apartment, duplex/4-plex, townhouse, condo, mobile home, house, etc.) \_\_\_\_\_

How long at former address? \_\_\_\_\_ Occupancy dates \_\_\_\_\_ Why moved? \_\_\_\_\_

Former Landlord's Name \_\_\_\_\_ Phone # \_\_\_\_\_

**List Your Employment History For The Last Four Years** *(Please include titles or military ranks, etc. Note - you may be asked to substantiate your income with tax returns and/or other documentation if self employed.)*

Current Employer \_\_\_\_\_ Dates \_\_\_\_\_ Phone # \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Position / Job description \_\_\_\_\_ Monthly gross pay \_\_\_\_\_  
 Mo take-home \_\_\_\_\_ Superior's name & position \_\_\_\_\_ Phone # \_\_\_\_\_  
 List any additional monthly income (child support, SS, etc.) \_\_\_\_\_

Former Employer \_\_\_\_\_ Dates \_\_\_\_\_ Phone # \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Position / Job description \_\_\_\_\_ Monthly gross pay \_\_\_\_\_  
 Mo take-home \_\_\_\_\_ Superior's name & position \_\_\_\_\_ Phone # \_\_\_\_\_

Former Employer \_\_\_\_\_ Dates \_\_\_\_\_ Phone # \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Position / Job description \_\_\_\_\_ Monthly gross pay \_\_\_\_\_  
 Mo take-home \_\_\_\_\_ Superior's name & position \_\_\_\_\_ Phone # \_\_\_\_\_

**List Nearest Relatives** *(for Emergency Contact and/or Reference)*

<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Relationship</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____

**List All Vehicles Owned**

Driver's License # \_\_\_\_\_ State \_\_\_\_\_

<u>Vehicle</u>	<u>Make/Model/Year</u>	<u>License No./State</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

**List All Pets Which You Desire To Have Live On The Premises**

<u>Pet's Name</u>	<u>Type/Breed/Size</u>	<u>Sex/Neutered/Spayed</u>	<u>Indoor/Outdoor/Both</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

**List Bank Accounts**

<u>Bank Name</u>	<u>Account#</u>	<u>Checking/Savings</u>	<u>Approx. Balance</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____

**Credit References - Credit Cards & Loans**

What are your approximate scheduled monthly payments? \_\_\_\_\_

<u>Name</u>	<u>Account#</u>	<u>Purpose</u>	<u>\$ Limit</u>	<u>Balance</u>	<u>Mo Payment</u>
1. _____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____

**List Two Personal References** (Not related to you)

<u>Name</u>	<u>Address</u>	<u>City / State / Zip</u>	<u>Phone #</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____

**List Two Professional References** (accountant, lawyer, banker, etc.)

<u>Name</u>	<u>Address</u>	<u>City / State / Zip</u>	<u>Phone #</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____

**Personal Skills:**     Plumbing         Carpentry         Painting         Electrical         Mechanical

Other \_\_\_\_\_

**Tools You Own:**     Tool Box         Mower         Yard tools         Snow shovel         Hoses/Sprinklers

1. Have you ever been evicted or asked to move from any tenancy? (If yes, please explain below.)  Yes  No
2. Have you ever broken a rental agreement or lease? (If yes, please explain below.)  Yes  No
3. Have you ever willfully and intentionally refused to pay rent when due?  Yes  No
4. Do you know of anything which might interrupt your income or ability to pay rent?  Yes  No
5. Rent is due in advance on the last business day of each month. Are you able to fulfill this requirement?  Yes  No
6. Have you ever filed a petition of bankruptcy? (If yes, please explain below noting when and where.  
If the bankruptcy was discharged, please give the date of the discharge.)  Yes  No
7. Have you or anyone in your household ever been convicted of a felony or misdemeanor? (If yes, please explain below.)  Yes  No
8. Are you obligated to pay child support or alimony? (If yes, how much?) \_\_\_\_\_  Yes  No
9. Do you plan to conduct any commercial business from the residence? (If yes, please explain below.)  Yes  No

**List any additional information you think will help us process your application** (attach additional pages if necessary)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Applicant agrees that if, for any reason, applicant becomes delinquent in rents or other charges, Landlord is hereby authorized to use applicant's Master Charge or Visa account to collect those delinquent payments and authorization is hereby given. Applicant also agrees that all credit information maintained by Landlord may be given to any credit reporting service or other persons who request it and that Landlord will be held harmless. Applicant hereby certifies that the information given in this application is true and correct. Applicant understands that any false answers or statements made will be sufficient grounds for termination and eviction.

**APPLICANT AGREES TO PAY AN APPLICATION FEE OF \$15.00 TO CANDELA PROPERTIES, LLC FOR THE PROCESSING OF THIS RENTAL APPLICATION.** Candela Properties and its agents are hereby authorized to obtain credit reports, a vehicle operation history and criminal history on applicant using various state and private sources along with any other public records available. **Applicant understands and agrees that applicant will not receive copies of any credit reports obtained. (Mail application and check or money order for application fee to Candela Properties P.O. Box 38013, Colorado Springs, CO 80937 or deliver to 316 East Saint Vrain St., Colorado Springs CO 80903)**

**Applicant authorizes present and past Landlords, Employers, Banks, Credit References, Personal References and any other person to release information regarding applicant's credit, rental, employment and/or criminal histories. A copy of this authorization may be accepted as an original.**

Date \_\_\_\_\_

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date of Birth (needed to pull credit report)

**Lead Based Paint Disclosure  
(Rentals)**

The printed portions of this form have been approved by the  
Colorado Real Estate Commission. (LP46-1-97)

Attachment to Residential Lease or Rental Agreement for the Property known as:

Street Address

City

State

Zip

**WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS  
IF NOT MANAGED PROPERLY**

**Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble  
(3 times) damages, attorney fees, costs, and a penalty up to \$10,000 for each violation.**

**Disclosure for Target Housing Rentals and Leases  
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

**LANDLORD'S DISCLOSURE TO TENANT AND REAL ESTATE LICENSEE(S)**

- (a) Landlord acknowledges that Landlord has been informed of Landlord's obligations. Landlord is aware that Landlord must retain a copy of this disclosure for not less than three years from the commencement of the leasing period.
- (b) Presence of lead-based paint and/or lead-based paint hazards (check one box below):
  - Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
  - Landlord has knowledge of lead-based paint and/or lead-based hazards are present in the housing (explain):
- (c) Records and reports available to Landlord (check on box below):
  - Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
  - Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

**TENANT'S ACKNOWLEDGMENT**

- (d) Tenant has read the Lead Warning Statement above and understands its contents.
- (e) Tenant has received copies of all information, including any records and reports listed by Landlord above.
- (f) Tenant has received the pamphlet "Protect Your Family From Lead in Your Home."

**REAL ESTATE LICENSEE'S ACKNOWLEDGMENT**

Each real estate licensee signing below acknowledges receipt of the above Landlord's Disclosure, has informed Landlord of Landlord's obligations and is aware of licensee's responsibility to ensure compliance.

**CERTIFICATION OF ACCURACY**

I certify that the statements I have made are accurate to the best of my knowledge.

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Real Estate Licensee (Listing) Date

\_\_\_\_\_  
Real Estate Licensee (leasing) Date