



PO Box 30143 — Albuquerque, NM 87190

O: 505/254-4726 — F: 888/459-1849 — E: rentalinfo@cibolamgmt.com

Rental Application

Date _____

How were you referred to us? _____

APPLICANT

Applicant Full Name _____ Date of Birth _____

Social Security # _____ Driver's License # _____ Home Phone _____

Work Phone _____ Cellular _____ Carrier _____ Email _____

Marital Status (check one) Single Married Divorced Separated

Spouse's Full Name _____ Date of Birth _____

Social Security # _____ Driver's License # _____ Home Phone _____

Work Phone _____ Cellular _____ Carrier _____ Email _____

Do you have any pets? Yes No Type & Size _____

Have you or your spouse ever declared bankruptcy? No Yes When _____

Have you or your spouse ever been convicted of or plead guilty to any offense other than a minor traffic violation? Yes No

AUTOMOBILES

List all vehicles to be parked on the premises by applicant, spouse or other occupants (cars, trucks, motorcycles, RV's, Trailers, Boats)

Make & Model # _____ Year _____ License # _____ State _____

Make & Model # _____ Year _____ License # _____ State _____

EMERGENCY CONTACTS

In case of Emergency, notify _____ Relationship _____

Address _____ City _____ State _____

Work Phone _____ Cellular _____ Home _____ Email _____

In the event of serious injury or death of resident, the above named person to notify May or May not enter, remove and/or store all contents found in the dwelling, storerooms, common areas and mail boxes. Please Initial _____

RENTAL HISTORY

Present Address _____ City _____ State _____

Move-In Date _____ Property Owner/Mgr _____ Phone _____ Fax _____

Previous Address _____ City _____ State _____

Move-In Date _____ Property Owner/Mgr _____ Phone _____ Fax _____

Have you or your spouse ever been evicted? Yes No Been Sued for non-payment of rent or damages to rental property? Yes No

Every licensed New Mexico real estate Broker is obligated to disclose Broker Duties. Please acknowledge receipt of this information by signing or initialing at the bottom of this page. **Disclosure:** The following brokerage relationships are available in the State of New Mexico: (1) transaction broker, (2) exclusive agency, and (3) dual agency (see RANM Form 1401, p. 2). Prior to the time an Associate Broker or Qualifying Broker generates or presents any written document that has the potential to become an express written agreement, the Broker shall disclose in writing to a prospective buyer, seller, landlord or tenant, the following list of Broker Duties that are owed to all Customers and Clients by all Brokers regardless of the brokerage relationship:

- (A) Honesty and reasonable care; as set forth in the provisions of this section;
 - (B) Compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico Real Estate License Law and the Real Estate Commission Rules and Regulations, and other applicable local, state, and federal laws and regulations;
 - (C) Performance of any and all oral or written agreements made with the Broker's Customer or Client;
 - (D) Assistance to the Broker's Customer or Client in completing the Transaction, unless otherwise agreed to in writing by the Customer or Client, including (1) Presentation of all offers or counter-offers in a timely manner, and (2) Assistance in complying with the terms and conditions of the contract and with the closing of the Transaction;
- If the Broker in a Transaction is not providing the service, advice or assistance described in paragraphs D(1) and D(2), the Customer or Client must agree in writing that the Broker is not expected to provide such service, advice or assistance, and the Broker shall disclose such agreement in writing to the other Brokers involved in the Transaction;
- (E) Acknowledgment by the Broker that there may be matters related to the Transaction that are outside the Broker's knowledge or expertise and that the Broker will suggest that the Customer or Client seek expert advice on these matters;
 - (F) Prompt accounting for all monies or property received by the Broker;
 - (G) Prior to the time the Associate Broker or Qualifying Broker generates or presents any written document that has the potential to become an express written agreement, written disclosure of (1) any written Brokerage Relationship the Broker has with any other Parties to the Transaction; (2) any material interest or relationship of a business, personal, or family nature that the Broker has in the Transaction; and (3) other Brokerage Relationship options available in New Mexico;
 - (H) Disclosure of any adverse material facts actually known by the Broker about the property or the Transaction, or about the financial ability of the Parties to the Transaction to complete the Transaction. Adverse material facts do not include data from a sex offender registry or the existence of group homes;
 - (I) Maintenance of any confidential information learned in the course of any prior Agency relationship unless the disclosure is with the former Client's consent or is required by law;
 - (J) Unless otherwise authorized in writing, a Broker shall not disclose to their Customer or Client during the transaction that their Seller Client or Customer has previously indicated they will accept a sales price less than the asking or listed price of a property; that their Buyer Client or Customer has previously indicated they will pay a sales price greater than the price submitted in a written offer; the motivation of their Client or Customer for selling or buying property; that their Seller Client or Customer or their Buyer Client or Customer will agree to financing terms other than those offered; or any other information requested in writing by the Broker's Customer or Client to remain confidential, unless disclosure is required by law.

- 1) **BROKERAGE RELATIONSHIPS DISCLOSURE.** Cibola Mgmt & Property Solutions LLC is representing Owner subject to a written agreement as an agent.
2. Broker working with Owner does does not have a material interest or relationship of a business, personal or family nature in the transaction, including compensation from more than one party:
3. Tenant Owner is a New Mexico real estate Broker.

If the Brokerage or Qualifying Broker has a material interest or relationship of a business, personal or family nature in the transaction, that interest or relationship must also be disclosed separately.

_____	_____
<i>Tenant</i>	<i>Date</i>
_____	_____
<i>Tenant Spouse</i>	<i>Date</i>

EMPLOYMENT/ INCOME

Applicant's Present Employer _____ How Long _____ Phone _____

Address _____ City _____ State _____ Zip _____

Supervisor _____ Supervisor Phone _____ Gross Monthly Salary _____

Spouse's Present Employer _____ How Long _____ Phone _____

Address _____ City _____ State _____ Zip _____

Supervisor _____ Supervisor Phone _____ Gross Monthly Salary _____

Disclosure of additional income, such as child support, alimony, separate maintenance, etc. is mandatory if applying for government regulated housing. Otherwise disclosure is voluntary, if you wish to have it considered in determining if you qualify.

Amount of \$ _____ per _____ from _____

Amount of \$ _____ per _____ from _____

Bank REFERENCES

Bank _____ Checking # _____ Savings # _____

Bank _____ Checking # _____ Savings # _____

Terms

The owner (acting in person or through his representative) and Applicant (including co-applicants) agree as follows:

- 1) **CONTROLLING AGREEMENT.** This agreement shall control the relationship between the parties until the Owner has accepted Applicant, both parties have signed the Rental Agreement, the Applicant has paid all amounts that the Applicant is required to pay prior to move in under the Rental Agreement and the Applicant has moved into the unit.
- 2) **APPLICATION TO RENT.** The Applicant hereby applies to rent the Unit in accordance with the terms and conditions contained in the Owner's customary form of Rental Agreement.
- 3) **APPLICATION FEE (Not Refundable).** Applicant agrees to pay a non-refundable application fee in the amount set forth below which partially defrays the Owner's administrative costs in processing this Application.
- 4) **APPLICATION DEPOSIT (May or may not be refundable).** In addition to the Application fee, Applicant agrees to pay an Application Deposit in the amount set forth below. The Application Deposit is not a Rental Deposit. The Application deposit may or may not be refundable, as set forth in the following paragraphs.
- 5) **APPROVAL OF APPLICANT.** As soon as Owner approves Applicant, the Owner shall notify Applicant of such approval. Both parties shall promptly sign the Rental Agreement, if they have not already done so, and Applicant shall pay all remaining amounts that the Applicant is required to pay prior to move in. As soon as the Applicant moves into the unit, Owner shall credit the Application deposit to the amount of deposit required by the Rental Agreement.
- 6) **REFUND UPON NON-APPROVAL.** If the Owner does not approve the Applicant, the Owner shall refund the Application deposit within 7 days.
- 7) **FORFEITURE OF APPLICATION DEPOSIT.** The Applicant shall forfeit the Application Deposit for any of the following: (a) if the Applicant does not sign the Rental Agreement within 7-days after notification that the Applicant has been approved; (b) if the Applicant does not pay all additional amounts that the Applicant is required to pay at least 1 day prior to move in; or (c) if the Applicant fails or refuses to move into the Unit on the scheduled day. Upon the happening of any of these events (unless the Applicant cancels as provided in Paragraph 8 below), the Applicant shall forfeit the Application deposit, the Owner shall be entitled to keep the Application Deposit as liquidated damages for the time that the Owner kept the unit off the market and for Owner's administrative expenses and other costs, all agreements between the parties shall be terminated and neither party shall have any further obligation to the other.
- 8) **RIGHT OF CANCELLATION.** At any time within 3 days of the date that the Applicant signs this Application Agreement, the Applicant shall have the right to cancel this Application by WRITTEN NOTICE. Upon such cancellation, the Owner shall refund the Application Deposit within 7 days.
- 9) **NOTICES.** If there is more than one Applicant or if the Applicant is married, notice by the owner to any one Applicant or Applicant's spouse shall be notice to all Applicants and notice by any one Applicant or Applicant's spouse to Owner shall be notice for all Applicants. All notices to Owner shall be in writing and delivered or mailed to the place the Application was accepted.
- 10) **NO NOTICE FROM OWNER.** If Applicant has not received notice of approval or non-approval with 4 days of the date of this Application, Applicant shall contact the Owner to determine the status of Application. Failure of Owner to contact Applicant shall not indicate either approval or non-approval.
- 11) **RECEIPT OF APPLICATION FEE AND APPLICATION DEPOSIT.** Owner hereby acknowledges the receipt of the following on or before the date of the Owner's signature below:
Application Fee _____ + Application Deposit _____ = Total Received By Owner _____

CORRECT INFORMATION

The undersigned persons represent that all of the above statements are true and complete and hereby authorize verification of such information via credit reports, rental history reports, release of information by employer and by other means. Failure to answer any of the above inquires shall entitle owner to reject this application. False information given shall entitle owner to (1) reject this application, (2) retain the application fee(s) and deposit(s) as liquidated damages for the owner's time and expenses of processing this application and (3) terminate the resident's right of occupancy. False information may also constitute a serious criminal offense under the laws of this state. In any lawsuit relating to this application, application agreement or rights under statute or government regulations, the prevailing party is entitled to recover attorney's fees and all other costs of litigation from the non-prevailing party. The owner reserves the right to report information about payment performance to consumer credit reporting agencies.

Applicant _____ Spouse _____ Owner _____
Date _____

EMPLOYMENT VERIFICATION

THIS SECTION TO BE COMPLETED BY MANAGEMENT AND EXECUTED BY TENANT

TO: (Name & address of employer)

Date: _____

Employer Fax #: _____

Employer Ph#: _____

RE: _____
Applicant/Tenant Name

_____ Social Security Number

_____ Unit # (if assigned)

I hereby authorize release of my employment information.

Signature of Applicant/Tenant

Date

The individual named directly above is an applicant/tenant of a housing program that requires verification of income. The information provided will remain confidential to satisfaction of that stated purpose only. Your prompt response is crucial and greatly appreciated.

Project Owner/Management Agent

Cibola Mgmt & Property Solutions LLC
PO Box 30143
Albuquerque, NM 87190
Fax: 888/459-1849

Return Form To:

THIS SECTION TO BE COMPLETED BY EMPLOYER

Employee Name: _____ Job Title: _____

Presently Employed: Yes _____ Date First Employed _____ No _____ Last Day of Employment _____

Current Wages/Salary: \$ _____ (circle one) hourly weekly bi-weekly semi-monthly monthly yearly other _____

Average # of regular hours per week: _____ Year-to-date earnings: \$ _____ through ____/____/____

Overtime Rate: \$ _____ per hour Average # of overtime hours per week: _____

Shift Differential Rate: \$ _____ per hour Average # of shift differential hours per week: _____

Commissions, bonuses, tips, other: \$ _____ (circle one) hourly weekly bi-weekly semi-monthly monthly yearly other _____

List any anticipated change in the employee's rate of pay within the next 12 months: _____; Effective date: _____

If the employee's work is seasonal or sporadic, please indicate the layoff period(s): _____

Additional remarks: _____

Employer's Signature

Employer's Printed Name

Date

Employer [Company] Name and Address

Phone #

Fax #

E-mail

NOTE: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency of the United States as to any matter within its jurisdiction.