

# RENTAL APPLICATION

COMPLEX NAME:   **Puerta Del Sol Apartments**   (The contents hereof shall become part of the rental agreement between the undersigned parties upon execution of that agreement.)

The undersigned hereby makes application for and agrees to rent unit number \_\_\_\_\_ located at **4816 McMahon, N.W., Albuquerque, NM 87114** beginning on \_\_\_\_\_ and ending on \_\_\_\_\_ at a monthly rental of \$\_\_\_\_\_.

I (We), Applicants, do hereby make application for and agree to rent the premises according to the terms and conditions set forth on the attached rental agreement. I (We) hereby attest to the accuracy of the following information and hereby authorize The Jack Stahl Company, LLC as consultant for owner or owner's agent to verify the information through normal credit verification sources and/or by contacting my present or former employer(s) or landlord(s). Criminal, eviction and public records may also be checked. False information given shall entitle Owner/Agent 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 residents right of occupancy under the Rental Agreement at any time. False information may also constitute a serious criminal offense under the laws of this state. Any lawsuit relating to this application or subsequent Rental Agreement or rights under statute or government regulations, the Owner or Agent is entitled to recover attorney's fees and all other costs of litigation from the below persons.

Applicant's Name \_\_\_\_\_ SS# \_\_\_\_\_  
DOB \_\_\_\_\_ D.L. # \_\_\_\_\_ State \_\_\_\_\_

Spouse's Name \_\_\_\_\_ SS# \_\_\_\_\_  
DOB \_\_\_\_\_ D.L. # \_\_\_\_\_ State \_\_\_\_\_

Present Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

How Long? \_\_\_\_\_ Present Phone Number \_\_\_\_\_  
Name of Present Owner \_\_\_\_\_ Rental Amount \$ \_\_\_\_\_

Address of Owner \_\_\_\_\_ Phone \_\_\_\_\_

Previous Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

How Long? \_\_\_\_\_ Present Phone Number \_\_\_\_\_  
Name of Present Owner \_\_\_\_\_ Rental Amount \$ \_\_\_\_\_

Address of Owner \_\_\_\_\_ Phone \_\_\_\_\_

**Have you or your spouse ever been convicted or pled guilty or no contest to a felony offense?** Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, what was the felony offense: \_\_\_\_\_

**Are you a United States Citizen?** Yes \_\_\_\_\_ No \_\_\_\_\_  
*\* If not please submit non-citizen supplemental app., copy of I-20 & passport.*

List all people who will occupy apartment with you:

NAME	AGE	SEX	RELATIONSHIP

List all vehicles to be parked on the premises by applicant, spouse or children.  
Type vehicle \_\_\_\_\_ Year \_\_\_\_\_ Make \_\_\_\_\_ License No. \_\_\_\_\_ State \_\_\_\_\_  
Type vehicle \_\_\_\_\_ Year \_\_\_\_\_ Make \_\_\_\_\_ License No. \_\_\_\_\_ State \_\_\_\_\_

Employer \_\_\_\_\_  
Employer's Address \_\_\_\_\_  
Phone Number (\_\_\_\_\_) \_\_\_\_\_ Position \_\_\_\_\_  
Monthly Salary \_\_\_\_\_ How long Employed? \_\_\_\_\_

Former Employer \_\_\_\_\_  
Former Employer's Address \_\_\_\_\_  
Phone Number (\_\_\_\_\_) \_\_\_\_\_ Position \_\_\_\_\_  
Monthly Salary \_\_\_\_\_ How long Employed? \_\_\_\_\_

Spouse's Employer \_\_\_\_\_  
Employer's Address \_\_\_\_\_  
Phone Number (\_\_\_\_\_) \_\_\_\_\_ Position \_\_\_\_\_  
Monthly Salary \_\_\_\_\_ How long Employed? \_\_\_\_\_

EMERGENCY: Emergency contact person over 18, who will not be living with you:  
Name: \_\_\_\_\_ Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_  
Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Cell Phone: (\_\_\_\_\_) \_\_\_\_\_ Relationship: \_\_\_\_\_  
Email address: \_\_\_\_\_

If you die or are seriously ill, missing, or incarcerated, the above person, we may allow such person(s) to enter your dwelling to remove all contents, as well as your property in the mailbox, storerooms, and common areas.

I hereby deposit \$\_\_\_\_\_ as earnest money to be refunded to me if this application is not accepted. Upon acceptance of this application, this earnest money shall be applied toward the security deposit and prepaid cleaning fee if applicable. When so approved and accepted, I agree to immediately execute a Rental Agreement and Deposit and Cleaning Fee Agreement before possession is given. **IT IS ALSO AGREED AND UNDERSTOOD THAT THE EARNEST MONEY WILL BE FORFEITED AS LIQUIDATED DAMAGES IF, AFTER 72 HOURS OF ACCEPTANCE OF THE RENTAL APPLICATION, THE APPLICANT FAILS TO EXECUTE A RENTAL AGREEMENT AND DEPOSIT AGREEMENT.** If this application is not approved and accepted by the owner of agent, the earnest money will be refunded. The Applicant hereby waives any claim for damages for reason of non-acceptance which the owner or his agent may reject without stating any reason for doing so. The owner or manager of this property is a licensed real estate broker and applicant has read the Broker Duties printed on the reverse side hereof. You acknowledge that our privacy policy is available to you.

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

Spouse's Signature \_\_\_\_\_ Date \_\_\_\_\_

## BROKER DUTIES

As required by New Mexico law, before the time a broker generates or presents any written document that has the potential to become an express written agreement, the broker shall disclose in writing to their prospective customer or client, and obtain a written acknowledgement from their prospective customer or client, showing the delivery of the disclosure of the following broker duties:

- (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 other applicable local, state, and federal laws and regulations;
  - (C) Performance of any and all oral or written agreements made with the 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 the 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) Acknowledgement by the broker that there may be matters related to the transaction that are outside the associate broker's or qualifying broker's knowledge or expertise and that the associate broker or qualifying 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) Written disclosure to their client or customer and to other brokers involved in the transaction of any potential conflict of interest that the broker has in the transaction including but not limited to: (1) Any written brokerage relationship the broker has with any other parties to the transaction or; (2) Any material interest or relationship of a business, personal, or family nature that the broker has in the transaction; (3) Other brokerage relationship options available in New Mexico;
  - (H) Written disclosure of any adverse material facts actually known by the associate broker or qualifying 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 any information covered by federal fair housing laws, the New Mexico Human Rights Act, 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, an associate broker or qualifying 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 price greater than the 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 associate broker's or qualifying broker's customer or client to remain confidential, unless disclosure is required by law.

## BROKERAGE RELATIONSHIPS

Brokerages working with consumers either as customers or clients may do so through a variety of brokerage relationships. These relationships include but are not limited to an exclusive agency relationship, a dual agency relationship, or a transaction broker relationship. For all regulated real estate transactions, a buyer, seller, landlord or tenant may enter into an express written agreement to become a client of a brokerage without creating an agency relationship, and no agency duties will be imposed.

- A. Exclusive agency: an express written agreement between a person and a brokerage wherein the brokerage agrees to exclusively represent as an agent the interests of the person in a real estate transaction. Such agreements include buyer agency, seller agency, designated agency, and subagency agreements.
- B. Dual agency: an express written agreement that modifies existing exclusive agency agreements to provide that the brokerage agrees to act as a facilitator in a real estate transaction rather than as an exclusive agent for either party to the transaction.
- C. Transaction Broker: The non-fiduciary relationship created by Broker: 61.29.2A14 NMSA 1978, wherein a brokerage provides real estate services without entering into an agency relationship.

## DISCLOSURES

Broker, The Jack Stahl Company, LLC, is working with Owner subject to a written Property Management Agreement as an agent of the Owner and is NOT representing the Tenant in any capacity. There is an identity of interest between the owner of the property and the broker.

Date: \_\_\_\_\_ Applicant(s) acknowledge receipt of this Information by signing below.

Applicant \_\_\_\_\_

Applicant \_\_\_\_\_

Applicant \_\_\_\_\_

Applicant \_\_\_\_\_