

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.) **FAILURE TO FULLY COMPLETE APPLICATION WILL RESULT IN AN AUTOMATIC REJECTION OF THE APPLICATION.**

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

Per New Mexico law, Brokers are required to disclose a specific set of applicable Broker Duties prior to the time the Broker generates or presents any written document that has the potential to become an express written agreement and obtain from the applicable party, written acknowledgement that the Broker has made such disclosures. Brokers owe the following broker duties to all prospective buyers, sellers, landlords (owners) and tenants

- (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 written agreements made with the prospective buyer, seller, landlord (owner) or tenant;
- (D) Written disclosure of potential conflict of interests 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;
- (E) Written 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 any information covered by federal fair housing laws or the New Mexico Human Rights Act.

In addition to the above duties, Brokers owe the following Broker Duties to the buyer, seller, landlord (owner) and/or tenant to whom the broker is directly providing real estate services, regardless of the scope and nature of those services. Brokers working as Property Managers for a landlord (owner) are directly providing real estate services to the landlord (owner), not to the tenant:

- 1. Unless otherwise agreed in writing with the applicable party, assistance to the party in completing the transaction, including:
 - A. Timely presentation of and response to all offers or counter-offers; and
 - B. Active participation in assisting in complying with the terms and conditions of the contract and with the finalization of the transaction;
- 2. Acknowledgement 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;
- 3. Advise to consult with an attorney regarding the effectiveness, validity or consequences of any written document generated by the brokerage or presented to the party and that has the potential to become an express written agreement;
- 4. Prompt accounting for all monies or property received by the broker;
- 5. Maintenance of any confidential information learned in the course of any prior agency relationship unless the disclosure is with the former principal’s written consent or is required by law;
- 6. Written disclosure of brokerage relationship options available in New Mexico which include, but are not limited to:
 - 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 sub-agency 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 law, wherein a brokerage provides real estate services without entering into an agency relationship.
- 7. Unless otherwise authorized in writing, a broker who is directly providing real estate services to a seller/owner shall not disclose the following to the buyer/tenant in a transaction:
 - A. That the seller/owner has previously indicated they will accept a sales/lease price less than the asking or listed price of a property;
 - B. That the seller/owner will agree to financing terms other than those offered;
 - C. The seller/owner’s motivations for selling/leasing; or
 - D. Any other information the seller/owner has requested in writing remain confidential, unless disclosure is required by law.
- 8. Unless otherwise authorized in writing, a broker who is directly providing real estate services to a buyer/tenant shall not disclose the following to the seller/owner in the transaction:
 - A. That the buyer/tenant has previously indicated they will pay a price greater than the price submitted in a written offer;
 - B. The buyer/tenant’s motivation for buying/leasing; or
 - C. Any other information the buyer has requested in writing remain confidential, unless disclosure is required by law.
- 9. In the event, the broker is working for the landlord (owner) as a residential property manager, the broker additionally owes to the Landlord (owner) all duties owed under the law of agency.

DISCLOSURES

- 1. Brokerage Relationships with Other Parties: Broker does not have a written brokerage relationship with any other party(ies) to the transaction.
- 2. Material Interest/Relationship. Broker has a material business interest in the ownership of the property.
- 3. Adverse Material Facts: There are no known 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 any information covered by federal fair housing laws or the New Mexico Human Rights Act.
- 4. Property Management: To Tenant: Broker is working as a residential property manager and broker is working as the agent of the owner of the Property and not of the tenant/applicant.
- 5. Brokerage Firm: The Jack Stahl Company, LLC. Cheryl Stahl Willoughby qualifying broker, NM real estate license #7750. 1911 Wyoming Blvd., NE, Albuquerque, NM 87112.

Date: _____ Applicant(s) acknowledge receipt of this Information and by signing below, you acknowledge that you have reviewed this information.

Applicant _____

Applicant _____

Applicant _____

Applicant _____