

RENTAL MANAGEMENT SERVICES, INC.
7111 TH ST NW
ALBUQUERQUE, NM 87107
(505) 898-1188 www.rmsi2000.com

DATE: _____

FAILURE TO COMPLETE ALL QUESTIONS MAY RESULT IN APPLICATION BEING DENIED.

ADDRESS OF PROPERTY APPLYING FOR: _____

1. FIRST APPLICANT'S NAME _____ BIRTH DATE _____ SEX _____
SOCIAL SECURITY # _____ DRIVERS LICENSE # _____ ST _____

2. SECOND APPLICANT'S NAME _____ BIRTH DATE _____ SEX _____
SOCIAL SECURITY # _____ DRIVERS LICENSE # _____ ST _____

3. **EXCLUDING 1ST AND 2ND APPLICANT ABOVE**, LIST ALL PERSONS WHO WILL BE RESIDING AT THE PREMISES:

4. CURRENT ADDRESS INCLUDING ZIP CODE: _____
HOW LONG _____ TO/FROM DATES _____ CURRENT PHONE # _____
RENT/MORTGAGE AMOUNT _____ LANDLORD NAME / MORTGAGE COMPANY _____
THEIR PHONE # _____ REASON FOR LEAVING? _____

5. PREVIOUS ADDRESS INCLUDING ZIP CODE: _____
HOW LONG _____ TO/FROM DATES _____ CURRENT PHONE # _____
RENT/MORTGAGE AMOUNT _____ LANDLORD NAME / MORTGAGE COMPANY _____
THEIR PHONE # _____ REASON FOR LEAVING? _____

6. HAVE EITHER OF YOU BROKEN A LEASE OR BEEN EVICTED? IF YES, EXPLAIN: _____

7. HAVE EITHER OF YOU EVER FILED FOR BANKRUPTCY? IF SO, WHEN AND UNDER WHAT CHAPTER? _____

8. 1ST APPLICANT'S EMPLOYER _____ POSITION _____
ADDRESS _____ EMPLOYER PHONE # _____
HOW LONG AT THIS OCCUPATION? _____ WITH THIS COMPANY? _____

9. 2ND APPLICANT'S EMPLOYER _____ POSITION _____
ADDRESS _____ EMPLOYER PHONE # _____
HOW LONG AT THIS OCCUPATION? _____ WITH THIS COMPANY? _____

10. 1ST APPLICANT'S MONTHLY INCOME: _____ 2ND APPLICANT'S MONTHLY INCOME _____

11. VEHICLE INFO: MAKE _____ MODEL _____ YEAR _____ LIC # _____
MAKE _____ MODEL _____ YEAR _____ LIC # _____

12. OUR POLICY REGARDING PETS IS VERY STRICT. YOU WILL BE REQUIRED TO SIGN A PET AGREEMENT AS PART OF YOUR LEASE AND WILL BE HELD RESPONSIBLE FOR ANY DAMAGE CAUSED BY YOUR PET. FAILURE TO SPECIFY A PET ON YOUR PET AGREEMENT IS A BREACH OF YOUR LEASE. MALE CATS AND VICIOUS NATURED DOGS ARE NOT ALLOWED. A COPY OF OUR PET AGREEMENT IS AVAILABLE UPON REQUEST. PROOF OF LIABILITY INSURANCE MAY BE REQUIRED. IF YOU HAVE ANY PETS, LIST THEM BELOW:

1. KIND _____ SEX _____ NAME _____ AGE _____ WEIGHT _____
2. KIND _____ SEX _____ NAME _____ AGE _____ WEIGHT _____

13. **EMERGENCY CONTACT INFORMATION:** YOU MUST PROVIDE THE CONTACT INFORMATION OF A PERSON NOT LIVING WITH YOU. THEY WILL BE CONTACTED IN THE EVENT OF AN EMERGENCY. THIS INFORMATION WILL ALSO BE USED TO FORWARD YOUR DEPOSIT IF YOUR FORWARDING ADDRESS IS UNKNOWN. THIS ADDRESS WILL ALSO BE USED TO SERVE LEGAL NOTICES AND SUBPOENAS IF NO FORWARDING ADDRESS HAS BEEN PROVIDED WHEN YOU VACATE THE PROPERTY.

NAME _____ RELATIONSHIP _____

ADDRESS _____
STREET CITY, STATE ZIP CODE PHONE #

WE ARE SUBSCRIBERS TO THE EQUIFAX CREDIT REPORTING BUREAU. A CREDIT CHECK WILL BE MADE BASED ON THE INFORMATION THAT YOU HAVE PROVIDED ON THIS FORM. A NON-REFUNDABLE FEE OF \$25.00 WILL BE CHARGED FOR EACH PERSON APPLYING ON THE APPLICATION. AMOUNT RECEIVED FOR CREDIT CHECK PROCESSING _____

CERTIFICATION OF INFORMATION

APPLICANT CERTIFIES THAT THE INFORMATION GIVEN ON THIS APPLICATION IS TRUE AND CORRECT TO THE BEST OF HIS/HER KNOWLEDGE AND AUTHORIZES VERIFICATION OF ANY AND ALL INFORMATION GIVEN. FURTHER, APPLICANT ACKNOWLEDGES THAT FALSE INFORMATION HEREIN MAY CONSTITUTE A CRIMINAL OFFENSE UNDER THE LAWS OF THE STATE OF NEW MEXICO AND COULD BE CAUSE FOR THIS APPLICATION TO BE REJECTED OR TERMINATION OF ANY LEASE PLACED IN FORCE BASED ON INFORMATION PROVIDED.

APPLICATION DEPOSIT AGREEMENT

APPLICANT HAS TENDERED AN APPLICATION DEPOSIT OF \$ _____ IN CONSIDERATION OF THE DWELLING BEING REMOVED FROM THE RENTAL MARKET WHILE THIS APPLICATION IS BEING REVIEWED. IF THE APPLICANT(S) IS APPROVED AND A LEASE IS ENTERED INTO WITH US, THE APPLICATION DEPOSIT WILL BE APPLIED TO THE REQUIRED DEPOSIT PAYMENT. **IF APPLICANT IS APPROVED AND THE DEPOSIT IS NOT RECEIVED WITHIN THREE (3) DAYS AFTER NOTIFICATION OF APPROVAL, THE PROPERTY PLACED BACK ON THE MARKET FOR LEASE.**

THE DEPOSIT SHALL BE REFUNDED IF THE APPLICANT IS NOT APPROVED. IF PAYMENT WAS MADE BY CHECK, A REFUND WILL TAKE PLACE ONLY AFTER VERIFICATION THE CHECK HAS CLEARED OUR BANK.

THE DEPOSIT WILL BE FORFEITED AND NOT REFUNDED IF THE APPLICANT WITHDRAWS THEIR APPLICATION OR DOES NOT EXECUTE A LEASE.

THIS APPLICATION DOES NOT OBLIGE THE OWNER OR HIS AGENTS TO EXECUTE A LEASE OR DELIVER POSSESSION OF THE PROPERTY. KEYS WILL ONLY BE FURNISHED AFTER THE LEASE HAS BEEN PROPERLY EXECUTED AND RENTS AND DEPOSITS HAVE BEEN PAID. IF POSSESSION IS TO BE MADE LESS THAN TEN (10) DAYS FROM DATE OF APPROVAL, ALL PAYMENTS MUST BE PAID WITH GUARANTEED FUNDS OR CASH. IF THE PROPERTY IS TO BE HELD MORE THAN 10 DAYS BEFORE POSSESSION AND A LEASE HAS NOT BEEN SIGNED, THE DEPOSIT MUST BE PAID IN FULL. **IN ALL CASES, THE DEPOSIT MUST BE PAID IN FULL BY THE DATE THE LEASE BEGINS.**

APPLICANT(S) HAS READ AND UNDERSTANDS COMPANY POLICIES [APPLICANT INITIAL(S)] _____

IN ORDER TO ASSIST US IN TRACKING HOW EFFECTIVE OUR MARKETING/ADVERTISING IS, PLEASE TELL US HOW/ WHERE YOU HEARD OF THIS COMPANY? _____

DATE _____
1ST APPLICANT'S SIGNATURE

DATE _____
2ND APPLICANT'S SIGNATURE

DATE _____
REPRESENTATIVE FOR RENTAL MANAGEMENT SERVICES, INC.

BROKER DUTIES DISCLOSURE

BROKERS OWE SPECIFIC DUTIES TO PROSPECTIVE LANDLORDS (OWNERS) AND TENANTS AS SET FORTH IN (16.61.19.8 NMAC-Rp 16.61.19.8 NMAC 1-1-2004). BROKERS SHALL DISCLOSE THE APPLICABLE SET OF BROKER DUTIES OWED TO LANDLORDS (OWNERS) OF RENTAL PROPERTY AND TENANTS PRIOR TO THE TIME THE BROKER GENERATES OR PRESENTS ANY WRITTEN DOCUMENT TO THAT PARTY THAT HAS THE POTENTIAL TO BECOME AN EXPRESS WRITTEN AGREEMENT AND OBTAIN FROM THAT APPLICABLE PARTY WRITTEN ACKNOWLEDGEMENT THAT THE BROKER HAS MADE SUCH DISCLOSURES. IN THE CASE OF PROSPECTIVE LANDLORD (OWNERS) AND TENANTS TO WHOM THE BROKER IS NOT DIRECTLY PROVIDING REAL ESTATE SERVICES, SUCH DISCLOSURE AND ACKNOWLEDGEMENT OF RECEIPT SHALL BE MADE THROUGH THE BROKER WHO IS DIRECTLY PROVIDING REAL ESTATE SERVICES TO THAT LANDLORD (OWNER) OR TENANT.

BROKERS OWE THE FOLLOWING DUTIES TO PROSPECTIVE LANDLORDS (OWNERS) AND TENANTS:

1. Honesty and reasonable care and ethical and professional conduct;
2. 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, the New Mexico Uniform Owner Resident Relations Act, and other applicable local, state, and federal laws and regulations;
3. Performance of any and all oral or written agreements made with the prospective landlord (owner) or tenant;
4. Written disclosure of any potential conflict of interest that the broker has in the transaction including but not limited to:
 - A. Any written brokerage relationship the broker has with any other parties to the transaction or;
 - B. Any material interest or relationship of a business, personal, or family nature that the broker has in the transaction.
 - C. Any written agreement the broker has with a licensed transaction coordinator who will be providing service related to the transaction.
5. 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 requiring disclosure do not include any information covered by the federal fair housing laws or the New Mexico Human Rights Act.

IN ADDITION TO THE BROKER DUTIES OWED TO LANDLORDS (OWNERS) AND TENANTS AS SET FORTH IN SECTION 16.61.19.8(A), BROKERS OWE THE FOLLOWING BROKER DUTIES TO THE LANDLORDS (OWNERS) AND TENANTS 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 A LANDLORD (OWNER), NOT TO THE TENANT:

1. Assistance to the party in completing the transaction, unless otherwise agreed to in writing by the party to whom the broker is directly providing real estate services, 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 brokers knowledge or expertise and that the broker will suggest that the party seek expert advice on these matters;
3. Advice 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 money or property received by the broker;
5. Maintenance of any confidential information learned in the course of any prior agency relationship unless 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 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 a 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 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. In the event the broker is working for a landlord (owner) as a residential property manager, the broker additionally owes to the landlord (owner) all duties owed under the law of agency. Unless otherwise authorized in writing, a broker who is directly providing real estate services to a tenant shall not disclose the following to the owner in the transaction:
 - A. That the tenant has previously indicated they will pay a price greater than the price submitted in a written offer;
 - B. The tenant's motivation for buying/leasing; or
 - C. Any other information the tenant has requested in writing remain confidential, unless disclosure is required by law.

IN ADDITION TO THE BROKER DUTIES OWED TO PROSPECTIVE LANDLORDS (OWNERS) AND TENANTS SET FORTH IN Section 16.61.19.8(A), BROKERS WORKING AS PROPERTY MANAGERS FOR A LANDLORD (OWNER) OWE THE FOLLOWING DUTIES TO TENANTS:

9. Prompt accounting for all money or property received by the broker from the tenant, including issuance of a receipt for cash received;
10. If a residential property manager, written disclosure that the broker is the agent of the owner of the property and not of the tenant: in the commercial property management context, written disclosure of the broker's relationship with the landlord (owner).

I(WE) – THE UNDERSIGNED HEREBY ACKNOWLEDGE THE RECEIPT OF BASIC LICENSEE DUTIES DOCUMENT PRIOR TO ENTERING INTO A WRITTEN RENTAL AGREEMENT OR MANAGEMENT CONTRACT WITH RENTAL MANAGEMENT SERVICES, INC..

NAME _____ DATE _____

NAME _____ DATE _____