

Byrne Real Estate and Property
Management, LLC
5585 Erindale Drive Ste. 206
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Policies and Procedures

Welcome to Byrne Management, LLC. Byrne Management, LLC services Owners and Tenants as Transaction Brokers. As a transaction broker we have the duty to act fairly and honestly with both owner and tenant. We do not owe a fiduciary responsibility to either side. The following information is for applicants interested in applying to rent any residence we manage, herein also referred to as "unit". Byrne Management follows these policies and procedures in order to provide fair housing.

If you find a place you are interested in, we ask that you drive by the property prior to calling us to set up an appointment to see the interior. Appointments are scheduled Monday through Friday 9:00 am – 4:00 pm and Saturday by appointment only. Byrne Management, LLC is closed on Sunday.

There is a \$30.00 non-refundable application processing fee due with the completed application. This fee must be paid for in cash or certified funds.

Each adult living at the address must complete an application and will be on the lease. Furthermore, there can be no more than one non-related resident per 500 square feet of usable living space.

We verify employment, income, credit check and landlord references. Please allow a minimum of 2 business days to process and go through the approval/finance committee. The approval/finance committee makes the final decision concerning applicant acceptance.

Security deposits are required in full at time of lease signing. Byrne Management, LLC accepts cash, certified funds, money orders or an EFT (electronic funds transfer).

All inquiries and negotiations will need to be addressed by one of the office brokers. The person who shows you the unit may not be a broker, and therefore, may be unable to answer questions or make any negotiations. Please contact the office with any questions.

Disqualifications:

- **If any of the applicants have ever been evicted the applicant will automatically be disqualified.**
- **If there is any money owed to a previous or current landlord or utility company for any reason (and restitution has not been made) the applicant will automatically be disqualified.**
- **If any of the applicants are in the process of declaring bankruptcy, and the filing and judgments are not finalized, the applicant will automatically be disqualified.**
- **If there has been a bankruptcy in the past 7 years and the applicant has incurred more negative debt the applicant may be disqualified.**
- **If the applicant receives a poor reference from a current or previous landlord, the applicant may be disqualified.**
- **If the applicant has ever been convicted of a felony, arson, or a sex offense, then the applicant may be disqualified.**
- **If the credit score is less than 500, the applicant may automatically be disqualified.**

Credit Issues:

- **Credit scores greater than 600, plan on a standard security deposit.**

In case of poor credit or no credit, but good landlord references:

- **If the credit score is between 550-599, plan on paying 1 ½ times the security deposit.**
- **If the credit score is between 500-549, plan on paying 2 times the security deposit.**
- **If the credit score is less than 500, the applicant may automatically be disqualified.**
- **The approval committee may require a Colorado property owner as a co-signer. All co-signers must go through the application process.**
- **If approved, certified funds may be required for ALL transactions.**

Military Affiliated Applicants:

- **If you are an E4 or below, we will require your rent to be set up via allotment.**

Once an applicant is approved, we will contact the applicant and set up an appointment for them to come into the office and sign a lease within three days. The security deposit is required in full at time of lease signing and must be in cash or certified funds. The applicant may pick up the keys at the lease signing or up to seven days later without incurring any additional fees or loss of security monies. Byrne Management, LLC will pro-rate the rent from the date the keys are picked up. Rent begins on the date applicant takes possession of the keys.

Byrne Management, LLC offers and encourages an automatic withdrawal option for all rent monies and other authorized fees.

I understand that I am applying for a home which has a NO SMOKING policy. Tar and nicotine are not considered normal wear and tear. Smoke mitigation is extremely expensive. If approved and I allow smoking to happen inside the house I may be responsible for damage and/or cleaning fees.

Certain homes qualify for Section 8 housing. Please check with us for availability. Section 8 Housing does not assist tenants with security deposits. If you are on Section 8, the unit you qualify for must be inspected and approved before Housing will subsidize you. Section 8 determines what you qualify for and how much you will have to pay and how much the housing authority will pay. Section 8 does not determine the rent, Byrne Management, LLC does.

Until we have a signed lease and full security deposit, the unit will remain available for showings and other prospective tenants.

Pet Policy:

Pet deposit is three hundred (300) dollars unless otherwise stated. We do not accept puppies or kittens less than 1 year of age unless you are willing to put down an additional deposit. A picture of the pet or a visit to the office with the pet is required for breed verification. We do **NOT** accept the following breeds, sub breeds or mix of the following dogs: Dobermans, Rottweilers, American Staffordshire Terrier, Bull Terriers, Chows, Pit Bulls, Akitas, Mastiffs, Perro de Presa Canarios, Dingos, or Wolf Hybrids.

We must approve any other pet(s) including, but not limited to, fish, reptiles, amphibians, or birds (of any type). Units which have a NO PET policy mean just that – NO PETS. If you are in a unit which does not accept pets, and a pet is found on the property at any time, you will be subject to a \$100.00 fine per pet per incident and an eviction could occur.

Rent:

Rent is due on the 1st of each month. Rent is late at the close of business, 5:00 p.m., on the 5th day of each month, no exceptions. A \$50 late fee incurs at 5:01 p.m. on the 5th day. If rent and late fees are not paid by the 10th of the month, an additional fee of \$75 is charged plus an additional \$10 for each day thereafter until rent is paid in full.

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RENTAL APPLICATION
Equal Housing Opportunity

The purpose of this application is to have you, the applicant, supply Byrne Real Estate and Property Management, LLC with sufficient information to enable us to determine if you are a qualified applicant. As part of this application procedure, we may obtain additional information related to or about you. **You will not be considered for rental unless all questions on this form are answered in full.**

There is a \$30.00 non-refundable application processing fee which must be paid in cash with submission of application and prior to us processing this application. Each adult living on the property must complete an application and will be on the lease.

Address of property you are applying for: _____

Anticipated move date of _____
Beginning on: _____

Term of Lease: _____ Months
Monthly Rent: \$ _____

PLEASE TELL US ABOUT YOURSELF

Primary Applicant Full Name _____
Phone _____ **Other Phone (optional)** _____
Date of Birth _____ **Social Security #** _____
Email Address: _____
Any other names used in the past (Maiden Name): _____

Co-Applicant Name _____
Co-Applicant Date of Birth _____ **Social Security #** _____
Names of Dependents _____
Dependents Date of Birth _____

PLEASE LIST YOUR REFERENCES

Personal Reference or Emergency Contact:
Name _____ **Address** _____
Phone _____ **Relationship** _____

Name _____ **Address** _____
Phone _____ **Relationship** _____

By signing the application you grant us permission to communicate with all the contacts listed in the event we can not locate you. Furthermore, if you abandon the property for any reason then you grant us permission to allow your relative listed above to remove all contents of the dwelling on your behalf.

Driver's License:

Primary Applicants Number _____ State _____

Co- Applicants Number _____ State _____

Vehicle Information:

Make / Model/ Color _____ Year _____ License Plate State _____

Make / Model/ Color _____ Year _____ License Plate State _____

PLEASE GIVE RESIDENTIAL HISTORY (LAST 3 YEARS) Primary Applicant

Current Address _____ Apt# _____ City _____

State _____ Zip _____

Month/Year Moved In _____ Rent \$ _____

Reasons for Leaving _____

Owner/Agent _____ Phone _____

Previous Address (1) Address _____ Apt# _____

City _____ State _____ Zip _____

Rent \$ _____ Owner/Agent _____ Phone _____

Previous Address (2) Address _____ Apt# _____

City _____ State _____ Zip _____

Rent \$ _____ Owner/Agent _____ Phone _____

PLEASE GIVE RESIDENTIAL HISTORY (LAST 3 YEARS) Co Applicant

Same as above

Current Address _____ Apt# _____ City _____

State _____ Zip _____

Month/Year Moved In _____ Rent \$ _____

Reasons for Leaving _____

Owner/Agent _____ Phone _____

Previous Address (1) Address _____ Apt# _____

City _____ State _____ Zip _____

Rent \$ _____ Owner/Agent _____ Phone _____

Previous Address (2) Address _____ Apt# _____

City _____ State _____ Zip _____

Rent \$ _____ Owner/Agent _____ Phone _____

PLEASE PROVIDE YOUR EMPLOYMENT INFORMATION

Primary Applicant:

Employment Status: _____ Full Time _____ Part Time _____ Student _____ Unemployed

Employer _____

Dates employed _____ **Occupation** _____

Supervisor Name _____ **Phone** _____

Salary \$ _____ **per** _____. **Military Pay Grade** _____

(If employed by above less than 12 months, give name & phone of previous employer or school : _____.)

Co-Applicant:

Employment Status: _____ Full Time _____ Part Time _____ Student _____ Unemployed

Employer _____

Dates employed _____ **Occupation** _____

Supervisor Name _____ **Phone** _____

Salary \$ _____ **per** _____. **Military Pay Grade** _____

(If employed by above less than 12 months, give name & phone of previous employer or school : _____.)

If you have other sources of income that you would like us to consider, please list income, source, and person (banker, employer, etc.) who we may contact for confirmation. You do not have to reveal alimony, child support, or spouse's annual income unless you want us to consider it in this application.

Amount \$ _____

Source/Contact Name _____

PLEASE DESCRIBE YOUR CREDIT HISTORY

Have you declared bankruptcy in the past seven (7) years?

Yes No If Yes, When? _____ Please provide date of discharge: _____

Have you ever been evicted from a rental residence?

Yes No If yes, please explain _____

Have you had two or more late rental payments in the past year?

Yes No _____

Have you ever willfully or intentionally refused to pay rent when due?

Yes No _____

Have you or anyone in your household ever been charged with a felony or misdemeanor?

Yes No If yes, explain:

Pets

Do you have any pets? Yes No How many? _____

If yes, list type, breed, approx. weight and age:

A photo of each pet must accompany this application. You can bring your pet(s) to our office for us to take the picture at no cost to you.

I understand that I am applying for a home which has a NO SMOKING policy. If approved and I allow smoking to happen inside the house I may be responsible for damage and/or cleaning fees. _____

ADDITIONAL INFORMATION:

Please give any additional information that might help owner/management evaluate this application?

The fact that you have filled out this application and paid the non-refundable fee and the fact that we have accepted the application for consideration does not mean that you have a lease or that we agreed to rent to you.

Our decision is based on a complete consideration of all information you have provided. Any inaccurate or false information provided will result in a denial of your application and may result in rescission of any lease we may enter into with you. As an inducement to the owner of the property and to the agent to accept this application, I warrant that all statements above set forth are true; however, should any statement made above be a misrepresentation or not a true statement of facts, all of the deposit will be retained to offset the agent's cost, time, and effort in processing my application.

We may be requesting an investigative consumer credit report on you. By signing this application, you are authorizing us to do so and requesting that reporting agencies provide us with such a report. The Fair Credit Reporting Act allows you to request a complete disclosure of the nature and scope of the investigation we intend to request. We hereby inform you that the credit report will include information relating to your employment, occupation, credit history, and verification of present address, and contact with current and previous landlords and may include information as to your character, general reputation, personal characteristics and mode of living. By signing below, you hereby authorize the verification of the aforementioned information.

When so approved and accepted, I agree to execute a lease for a minimum of 12 months before possession is given and to pay the security deposit prior to the move in date.

I acknowledge receipt of Byrne Management, LLC explanation of policies and procedures.

The above information, to the best of my knowledge, is true and correct.

Please sign: X _____ Date _____
Name of Applicant

X _____ Date _____
Name of Applicant



The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (BDT20-5-09) (Mandatory 7-09)

DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE LANDLORD AGENCY, TENANT AGENCY OR TRANSACTION-BROKERAGE.

**BROKERAGE DISCLOSURE TO TENANT
DEFINITIONS OF WORKING RELATIONSHIPS**

For purposes of this document, landlord includes sublandlord and tenant includes subtenant.

Landlord's Agent: A landlord's agent works solely on behalf of the landlord to promote the interests of the landlord with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the landlord. The landlord's agent must disclose to potential tenants all adverse material facts actually known by the landlord's agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the landlord.

Tenant's Agent: A tenant's agent works solely on behalf of the tenant to promote the interests of the tenant with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the tenant. The tenant's agent must disclose to potential landlords all adverse material facts actually known by the tenant's agent, including the tenant's financial ability to perform the terms of the transaction and, if a residential property, whether the tenant intends to occupy the property. A separate written tenant agency agreement is required which sets forth the duties and obligations of the broker and the tenant.

Transaction-Broker: A transaction-broker assists the tenant or landlord or both throughout a real estate transaction by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contracts, including the closing of the transaction, without being an agent or advocate for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosures as agents about all adverse material facts actually known by the transaction-broker concerning a property or a tenant's financial ability to perform the terms of a transaction and, if a residential property, whether the tenant intends to occupy the property. No written agreement is required.

Customer: A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party's agent or as the party's transaction-broker.

RELATIONSHIP BETWEEN BROKER AND TENANT

Broker and Tenant referenced below have NOT entered into a tenant agency agreement. The working relationship specified below is for a specific property described as:

n/a

or real estate which substantially meets the following requirements: *any property listed for rent with Byrne Real Estate & Property Management*

Tenant understands that Tenant shall not be liable for Broker's acts or omissions that have not been approved, directed, or ratified by Tenant.

CHECK ONE BOX ONLY:

Multiple-Person Firm: Broker, referenced below, is designated by Brokerage Firm to serve as Broker. If more than one individual is so designated, then references in this document to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

One-Person Firm. If Broker is a real estate brokerage firm with only one licensed natural person,

Tenant(s) Initials _____

