Mountain Property Management

PO Box 2228 * 250 Veronica Lane * Jackson, Wyoming 83001 (307)733-1684 * 1-800-992-9948 * Fax (307) 739-1686

Dear Applicant: In addition to the application online, please fill out and return the following pages.

Please fax to: 307-739-1686 Or Email to: <u>kelsey@mpmjh.com</u> Or Drop off at our location: 250 Veronica Lane

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Tenant name:	
Rental unit:	 _

TENANT RENTAL REFERENCE QUESTIONS:

- Any complaints about Tenant (noise, to many people, etc.)?(if yes please explain)
- Was Tenant ever late in rent payments?
- Any returned or NSF checks?(if yes please explain)
- Was the Tenant ever asked to move out or eviction process started?(if yes please explain)
- Would you rent to this Tenant again?
- What was the condition of the unit?
- Additional comments:

Above named tenant(s) authorizes the release of this information.

Signature: _____ Date: _____



Thank you for your prompt reply.

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Tenant name: _____ Rental unit: _____

TENANT GENERAL QUESTIONS:

- How long have you lived in the Valley?
- How long to plan to stay in the Valley?
- If applicable, have you previously lived with the person you are applying to rent with?
- How many people are in your party (yourself included)?
- Do you have pets?
- Are you a smoker?
- How many vehicles do you own?
- Do you have any boats, campers, trailers etc. that would need additional storage space?
- How much are you willing to spend per month on rent and utilities?

REAL ESTATE DISCLOSURE FOR LANDLORD OR TENANT

Landlord's Agent: (No written agreement with Tenant; requires written agreement with Landlord)

If a Landlord signs a written agreement with us, we are an agent for the Landlord. As an agent for the Landlord, we represent the Landlord and owe the Landlord a duty of utmost good faith, loyalty, and confidence, in addition to the obligations enumerated below for Intermediaries. The Landlord is legally responsible for our actions as an agent.

We may work with the Tenant in renting property even though we are an agent of the Landlord. In that event, we will not have a written agreement with the Tenant. The Tenant is not legally responsible for our actions. Even though we do not represent the Tenant, we will assist the Tenant as our customer and are obligated to deal fairly and honestly with the Tenant, to answer the Tenant's questions accurately concerning facts we know about the property, and to disclose any adverse material facts we know about the property. As the Landlord's agent, we have duties to disclose any adverse material facts we know about the property. As the Landlord's agent, we have duties to disclose to the Landlord certain information; therefore, the Tenant, as our customer, should not give us any information, which the Tenant does not want shared with the Landlord.

<u>Tenant's Agent:</u> (Requires written agreement with Tenant)

If the Tenant signs a written Tenant Agreement with us, we will act as an agent for the Tenant. If so, we represent the Tenant and owe the tenant a duty of utmost good faith, loyalty and confidence, in addition to the **obligations** enumerated below for Intermediaries. The Tenant is legally responsible for our actions as an agent. As the Tenant's Agent, Wyoming law requires us to disclose to potential Landlords all adverse material facts concerning Tenant's financial ability to perform the terms of the transaction. As the Tenant's Agent, we have duties to disclose to the Tenant certain information; therefore, the Landlord should not give us any information, which the Landlord does not want shared with the Tenant.

Intermediary: (Requires written agreement with Landlord and Tenant, or Tenant) The Intermediary relationship is a non-agency relationship, which may be established between the broker and the Landlord and/or the broker and the Tenant in only two situations, both of which require written agreements.

First, if a Tenant who has signed a Tenant Agreement with us wants to look at or rent property we are managing or marketing as an agent for the Landlord, our relationship with the Landlord and Tenant will automatically change to Intermediary (noagency) relationship with both the Tenant and the Landlord. On this type of in-house transaction, neither the Tenant nor the Landlord will be legally responsible for our actions as an Intermediary.

As an Intermediary (Non-Agent), we will not represent you and will not owe you a duty of utmost good faith, loyalty, and confidence. We will have the following **obligations** to you:

- disclose known adverse material facts about the property;
- exercise reasonable skill and care;
- present all offers in a timely manner;
- advise you regarding the transaction;
- account promptly for all money or property we receive; and

- assist in complying with the terms and conditions of any contract and with the closing of the transaction.

As Intermediary, we will disclose all information to each party, but will not disclose the following information without your informed written consent:

- the motivating factors for renting or leasing the property;
- that you many be willing to agree to a price different than the one offered; or
- any material information about you, unless disclosure is required by law or if lack of disclosure would constitute dishonest dealing or fraud.

NO MATTER WHICH RELATIONSHIP IS ESTABLISHED, A REAL ESTATE BROKER IS NOT ALLOWED TO GIVE LEGAL ADVICE. IF YOU HAVE QUESTIONS ABOUT THIS NOTICE OR ANY DOCUMENT IN A REAL ESTATE TRANSACTION, CONSULT LEGAL COUNSEL AND OTHER COUNSEL BEFORE SIGNING.

On _____(date), I provided (Landlord) (Tenant) with a copy of this Important Notice and have kept a copy for our records.

Mountain Property Management

By: _____ Signature

Date

We have been given a copy and read this Important Notice on (date)____



Signature (Landlord) (Tenant) Signature (Landlord) (Tenant)