

# **Standard Rental Referral Agreement**

#### TODAY'S DATE:

This Rental Referral Agreement is made by and between HOUSING HELPERS OF COLORADO, LLC, and/or HOUSING HELPERS METRO LLC both a Colorado Partnership (hereinafter referred to as "HH"), and the owner, agent, or sublessor/current resident (hereinafter referred to as "LANDLORD") of the rental property commonly known as:

RENTAL PROPERTY ADDRESS:	(	CITY:	, CO ZIP
YOUR NAME:		I am the:  OWNER  AGENT FOR OWNER	
YOUR CONTACT INFORMATION:			
BILLING ADDRESS:	CITY:	ST:	ZIP
EMAIL:	PRIMARY PHONE#:	SECONDARY PHO	NE#:
Required: Social Security or Tax ID #	☐ I do not wish to provide my se	s# or tax ID # and prefer to pa	ny my referral fee in advance.
REQUIRED FOR PROPERTIES LOCATED required to state the maximum number of allower Any fees resulting from of incorrect information p	d unrelated occupants as well as the property	's rental license #. HH is required	,
	l occupancy limit Rental Lice e city's maximum unrelated occupants):	nse #	

- 1. <u>Purpose</u>: The purpose of this rental referral agreement is to engage the efforts of HH to locate a resident(s) for the above listed rental property. The LANDLORD authorizes HH to refer prospective residents to the LANDLORD and/or LANDLORD'S property, and to disclose to prospective residents the rental information of which the LANDLORD has informed HH. HH does not represent either the renter or the LANDLORD, but acts strictly as a rental referral source.
- 2. <u>LANDLORD Responsibility</u>: LANDLORD agrees to keep HH currently and promptly informed if the property is rented outside HH or taken off the market or be subject to paying the rental referral fee. The LANDLORD also agrees to provide HH with the name(s) of the resident(s) who ultimately lease(s) the above listed rental property (if rented outside HH) in the form of a signed lease agreement or other form approved by HH, or be subject to paying the rental referral fee.

INITIAL HERE
X

3. <u>Fees</u>: In the event that HH makes a referral to a person(s) who ultimately lease(s) the above listed rental property from the LANDLORD or any other rental unit or apartment building managed or owned by the LANDLORD, the LANDLORD agrees to pay HH a referral fee equal to **SEVENTY FIVE PERCENT (75%) of ONE FULL MONTH'S RENT.** HH does not guarantee performance on any lease agreement, however, in the event that a tenant located by HH should lease the property for less than 3 months and/or fail to make 3 months of rent payments, the referral fee shall be prorated\* based on the following:

LEASE LENGTH:	1-30 days	31-89 days	90 days or more
PRORATED REFERRAL FEE:	25% of 1 month's rent	50% of 1 month's rent	75% of 1 month's rent

(\*)This does not apply if you are subleasing the property

- In the event of an early move out or tenant's failure to pay rent, the LANDLORD must submit a request for credit within 5 days of notification, otherwise no credit will be considered. Credit may be used toward the next HH referral fee.
- In the event prospective tenant fails to move in, the LANDLORD agrees to return the HH invoice within 5 days of scheduled move-in date to receive a refund.
- LANDLORD can choose to have HH show the property (available in most areas; check with your HH representative for showing boundaries) or LANDLORD can show the property. The fee is the same whether HH or LANDLORD shows the property. HH reserves the right to choose not to show your property if it is outside our showing boundaries, if it is a room for rent, or any other reason it deems fit.
- If LANDLORD is not the owner or manager of the property or is subleasing, HH will collect the referral fee in advance. If fee is paid in advance, it will be fully refunded if the property is not rented by a HH referral.
- In the event a person who was referred by HH eventually becomes a buyer, LANDLORD agrees to pay Housing Helpers a future referral fee equal to 75% of one advertised month's rent, payable upon transfer of the deed. This is not applicable if you are subleasing this property.
- 4. <u>Referral Defined</u>: A referral is defined as anyone who has been in contact with HH and has been given information regarding the above listed rental property. Information can be given in person, over the phone, by mail, by fax, by email, and/or other means. Renters may also obtain information advertised by HH about the above listed rental property in the form of lawn signs, print ads, fliers, or other medium, which would constitute a referral. **The LANDLORD agrees not to refer customers from HH to other rental properties, rental agents, or real estate agents, or be subject to paying the referral fee.**
- 5. Rent Defined: The term "rent" as used in this agreement means the total price for the above listed rental property including any and all charges to the resident included in the periodic monthly rental price of the above listed rental property paid to the LANDLORD. This includes, but is not limited to, utilities, furniture, appliances, pets, and garages if included as part of the monthly rental price. This amount shall not be reduced by rent discounts or promotions. The rental referral fee cannot be discounted, reduced, offset, or diminished because a prospective resident or residents referred by HH are hired by the LANDLORD and given free rent.

- 6. Rental terms: This service is free to the prospective resident. The LANDLORD agrees not to attempt to collect any portion of the rental referral fee from the resident either directly or indirectly. The rental terms, conditions, and prices, offered to prospective resident(s) referred by HH must be the same as those offered to the general public. The LANDLORD agrees not to discuss the rental referral fee paid to HH with prospective resident(s). Any violation of these terms listed in section six (6) will result in the LANDLORD agreeing to pay HH the equivalence of one full month's rent.
- 7. Collection: The referral fee is due within 5 days of possession of the property by a HH referral. In the event that the fee is not paid when due, the LANDLORD agrees to pay a finance charge of eighteen (18) percent per annum on the unpaid balance, and to pay all collection costs, court costs, and attorney fees incurred by HH to collect the rental fee. There is a \$25.00 charge for all returned checks. In the event of any discrepancy pertaining to the invoiced information that the LANDLORD would use as a reason to withhold payment, the LANDLORD agrees to return the Invoice with a written summary of the discrepancy within five (5) days of possession of the rental property by the resident(s).
- 8. <u>Termination</u>: This agreement will take effect the day executed and continue in force and effect until terminated or cancelled by either party with written notice. The LANDLORD agrees to pay all rental referral fees for renters who were referred by HH before the cancellation notice was received by HH and subsequently moved in after the date of the cancellation notice. HH has the right to remove any property advertisement for any reason without notice to LANDLORD.
- 9. <u>Hold Harmless</u>: It is understood by the parties hereto that this Rental Referral Agreement is not an exclusive listing, and that it applies in the event that HH refers a resident(s) that is accepted by the LANDLORD. The LANDLORD retains the right to accept or reject prospective residents referred to the LANDLORD by HH. The LANDLORD holds HH harmless for any and all damages arising from the acceptance or rejection of prospective residents referred by HH. HH does not warrant or guarantee the quality of any renters: It is the LANDLORDS responsibility to screen potential renters and decide on their worthiness to lease the property.
- 10. For Rent Sign: LANDLORD agrees to allow a HH "For Rent" sign to be placed upon the rental property unless the HOA prohibits this.
- 11. <u>Fair Housing Practices</u>: LANDLORD acknowledges that it is illegal to discriminate against any person based upon race, creed, color, religion, sex, handicap, familial status, marital status, national origin, or ancestry according to federal and state fair housing laws. In the cities of Denver, Boulder, Aspen, Crested Butte, and Telluride it is illegal to discriminate based upon sexual orientation. It is illegal to discriminate against age in the cities of Aspen, Crested Butte, and Telluride.
- 12. Once the LANDLORD has initiated the rental application process and/or accepted a security deposit, LANDLORD agrees not to consider additional offers to rent the above listed property until the pending application has been accepted or denied.

## **Available Additional Services**

Once Housing Helpers finds a renter for you, you will be contacted to discuss the following: At your request, Housing Helpers can provide the following services:

- Collect a deposit made payable to you or your company
- Obtain a credit check for potential renters and/or co-signers
- Obtain a one state criminal check
- Provide a lease agreement for you & the renters to sign

Housing Helpers can provide these services in whole or in part for FREE at your request. We do not guarantee performance on these services, nor do they change your payment due after a Housing Helpers renter leases your property. The terms of our agreement are listed in our Rental Referral Agreement. You can complete these tasks on your own if you wish.

Housing Helpers contracts an outside background checking company (currently Rental Services Inc. hereinafter referred to as "RSI") to provide background checking services. If you opt to have Housing Helpers coordinate the background check, please know that the process can take 48-72hrs or more with some information still unobtainable. If you need information right away, we suggest that you have RSI run a credit report and ask the renters for bank statements, paycheck stubs, and written references from past landlords. RSI not run more than a one-state criminal check without your written request at the time a background check is being executed. It is your responsibility to decide when you have enough information to accept or reject a potential renter. Neither Housing Helpers nor RSI guarantees renters. It is up to you to decide who rents your home. HH does not coordinate a background check on potential renters until they have put down a deposit on a desired property. RSI does charge an application fee to the potential renters. Housing Helpers reserves the right to use a different background checking service.

Housing Helpers can refer a lease template for the use of the landlord and tenant. Landlord may also prepare his/her own lease. Housing Helpers does not guarantee that any lease agreement in whole or in part will hold up in a court of law. It is recommended that you have your lease reviewed by an attorney. Housing Helpers will be held harmless from any legal matter rising from execution of a background check or providing a lease agreement.

This Rental Referral Agreement inures to benefit the successors and assigns of both parties. This is the entire agreement between HH and the LANDLORD, and any changes must be in writing and signed by both parties.

HOUSING HELPERS and the LANDLORD have executed this Rental Referral Agreement on the date printed:

APPROVED BY THE LANDLORD, Agent, or Sublessor

APPROVED BY HOUSING HELPERS

Authorized Agent or Representative of the LANDLORD

Date

Authorized Agent or Representative of HOUSING HELPERS

SHOWING INSTRUCTIONS: HH shows properties in Boulder County & Denver Metro areas. Colorado Springs and Fort Collins are not within our showing boundaries. Contact us if you are unsure if your property is in our showing boundaries. HH reserves the right not to show your property if it is outside our showing boundaries, if it is a room for rent, or any other reason it deems fit.

Occupants name(s) & contact information	
Tenant #1 Name:	Desired amount of notice to occupant before   showing:
Phone:	☐ No Notice Required
Email:	Overnight  Other:
Tenant #2 Name:	Keys:
Phone:	`
Email:	☐ I will provide a lockbox & the combo will be:
Notes: Photo Service: Housing Helpers c	an have your property professionally photographed. There is a one-time fee for this service.
☐ YES, I would like to add this service	for a one-time fee of \$250 to be paid prior to photo service being performed
FOR RENT SIGN: (Housing Helpers "For I Sign can be placed in the (must choose one	Rent Sign" <u>must</u> be allowed unless prohibited by your HOA.) ):□ lawn □ window
Notes:	
DECREETY ALSO CURRENTLY FOR	SALE? Y N If Yes, will it come off the sales market for a renter? Y N
PROPERTY ALSO CORRENTLY FOR	

## Please return signed copy to:

### If your property is in:

Boulder County, Larimer County, Weld County, Broomfield County, Westminster, Arvada, Colorado Springs

## **BOULDER OFFICE:**

By Scan: lorraine@housinghelpers.com

By Fax: (303) 998-0700

By Mail: Housing Helpers - Attn: Lorraine

2865 Baseline Road Boulder, CO 80303

Phone: 720-838-2390

#### If your property is in:

Denver, Thornton, Northglenn, or any southern Denver Metro Suburbs

## **DENVER OFFICE:**

By Scan: torlando@housinghelpers.com

By Fax: 303-756-1169

By Mail: Housing Helpers - Attn: Tom

4901 W. 29<sup>th</sup> Ave. Denver, CO 80212

Phone: (303) 592-7368

