

Rapid City

P/ 605.343.7525 | 2040 W. Main Ste. 100
F/ 605.716.3039 | Rapid City, SD 57702

KPM

KAHLER PROPERTY MANAGEMENT

Spearfish

P/ 605.717.0015 | 745 North Ames St
F/ 605.717.0004 | Spearfish, SD 57783

RENTAL POLICY STATEMENT Effective Date August 18, 2011

1. **We are an equal opportunity housing provider.** We fully comply with the federal Fair Housing Act. We do not discriminate against any person because of race, color, religion, sex, handicap, familial status, or national origin. We also comply with all state and local fair housing laws.
2. **Apartment/House availability policy.** If the rental unit is empty, you must take occupancy within two weeks of approval of your application. If the unit is still occupied, move in will be determined by current resident move out date. A vacant apartment or house will not be deemed available until it has been cleaned and repairs done as deemed necessary by property management.
3. **Occupancy guidelines.** We allow two persons per legal bedroom.
4. **Application process.** We evaluate every application in the following manner. You must submit a rental application and answer all questions on the form. You must pay the \$30 per adult, nonrefundable application fee. You must also pay the deposit at the time your application is turned in. The unit will not be held and the application will not be processed until both the application and security deposit fees are paid in full. If you meet our criteria, we will approve your application. This process takes two to five days. The following criteria will be used to determine if you qualify to rent from us:
 - a) **Rental history/ Credit history.** We must be able to obtain the following:
 - ◆A minimum of one favorable landlord reference.
 - ◆At least two items of good credit on your credit report at least two years old.
 If we receive an unfavorable landlord reference including an eviction or your credit history shows a collection or judgment, paid or unpaid, from a previous rental, your application will be denied. References from relatives are not applicable. If we cannot obtain a favorable rental history or a favorable credit history your application will be denied.
 - b) **Criminal history.** If you have ever been convicted of or if you have an indictment pending for a felony crime of violence, including but not limited to; homicide, aggravated assault, sexual assault or molestation, or distribution or conspiracy to distribute any controlled substance or marijuana, we will reject your application. If you are a registered sex offender, we will reject your application. If you have been convicted of or if you have an indictment pending for any other felony, involving any controlled substance or marijuana, dishonesty, embezzlement, or theft within five (5) years of the date you apply, we will reject your application. If you have been convicted of or if you have an indictment pending for a misdemeanor crime, involving any controlled substance or marijuana, sexual molestation or violence (including domestic violence), unlawful entry into a building, dishonesty or embezzlement within the past three (3) years of the date you apply, we will reject your application.
 - c) **Legal age.** You must be 18 years of age or older.
 - d) **Income.** The monthly rent must be no more than 40% of your gross monthly income. If you are (a) a full time student (b) will become a full time student during the term of our lease, including any extensions of the term of the lease, or (c) are unemployed, you must prove that you have a sufficient source of income to satisfy the necessary income requirements for the rental unit. In the case of roommates, the monthly rent must be no more than 40% of their combined gross monthly income. In addition, in such circumstances we reserve the right to require that your lease and lease payments be guaranteed by a third person who, in turn, must qualify under the applicable terms of this policy. You must provide a copy of your most current pay stub when you submit your application.
 - e) **False or incorrect statements** made on the application will be grounds for denial.
 - f) **Security Deposit** will be refunded if your application is denied. If you change your mind regarding the unit once we have approved your application and have attempted to notify you, up to all of your deposit may be forfeited. The security deposit in total is a basic requirement for securing the unit. Any apportionments of the security deposit are an issue solely between the roommates and that such apportionment has nothing to do with Kahler Property Management or the owners.
 - g) **Guarantors.** If you are age 18 or greater and do not have a criminal history, you may be able to qualify if you have a third party guarantee the lease. The guarantor must pass the same application and screening process that you must pass and will remain on the lease through the initial term and any renewal periods.
5. **Agency disclosure.** Kahler Property Management is a single agent office, which means that we work on behalf of the owner and owe duties to the owner, which include good faith, loyalty and fidelity. We will negotiate on behalf and act as an advocate for the owner. We may not disclose confidential information without express authority of the owner.

Date

Signature



CRIME FREE LEASE ADDENDUM

In consideration for the execution or renewal of a lease of the dwelling unit identified in the lease, Manager or Owner and Resident agree as follows:

Resident, any member(s) of the resident's household, a guest or any other person affiliated with the resident, at or near the resident premises:

1. Shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).

2. Shall not engage in any act intended to facilitate criminal activity.

3. Will not permit the dwelling unit to be used for, or to facilitate criminal activity.

4. Shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of an illegal or controlled substance as defined in A.R.S. 13-3451, at any locations, whether on or near the dwelling unit premises.

5. Shall not engage in any illegal activity, including, but not limited to prostitution as defined in A.R.S. 13-3211, criminal street gang activity as defined in A.R.S. 13-105 and A.R.S. 13-2308, threatening or intimidating as prohibited in A.R.S. 13-1202, assault as prohibited in A.R.S. 13-1203, including but not limited to the unlawful discharge of a weapon, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage, as defined in A.R.S. 33-1368.

6. ***VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.*** A single violation of any of the provisions of this added addendum shall be deemed a serious violation, and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease under A.R.S. 33-1377, as provided in A.R.S. 33-1368. Unless otherwise provided by law, proof of violation shall not require a criminal conviction, but shall be by a preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.

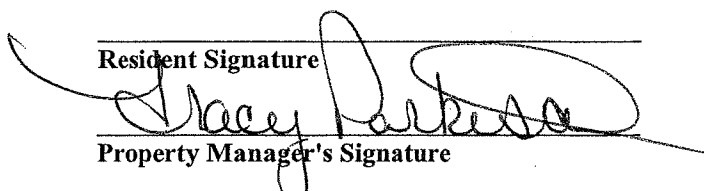
8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Manager or Owner and Resident.

Resident Signature

Date

Resident Signature

Date



Property Manager's Signature

Date

Name of Property

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APPLICATION TO LEASE PROPERTY

OFFICE USE ONLY			
Date/Time Rec	Int	D/T to Processor	Int
Applicant notified		A _____	D _____

For Property Located At _____ Date Wanted _____

This information for use in obtaining rental housing only!

PERSONAL INFORMATION					
FULL NAME OF ALL OCCUPANTS			DATE OF BIRTH	SOCIAL SECURITY #	RELATIONSHIP
(Last)	(First)	(Middle)			
#1					
#2					
#3					
#4					

PLEASE INCLUDE ALL MINORS

List All Pets	Kind _____	Weight _____	Breed _____	Age _____
	Kind _____	Weight _____	Breed _____	Age _____
	Kind _____	Weight _____	Breed _____	Age _____

RESIDENCE HISTORY AND EMPLOYMENT INFORMATION FOR APPLICANTS 18 YRS AND OLDER

APPLICANT #1 Name: _____

Present Address: _____ City _____ State _____ Zip Code _____

Present Telephone: () _____ Length of Time at Present Address _____

Email Address: _____

Present Landlord: _____ Telephone: () _____

Amount of Rent: _____ Reason for Moving _____

Previous Address: _____ City _____ State _____ Zip Code _____

Length of Time At Previous Address _____ Previous Landlord _____ Telephone: () _____

Amount of Rent _____ Reason For Moving _____

In Case of Personal Emergency, Notify: _____

Relationship _____ Telephone: () _____

Have you ever been evicted or sued for non-payment of rent or damage to rental property?
 If yes, Please explain. _____

Have you ever been arrested for or convicted of a crime, engaged in drug related activity, or been involved in criminal activity that poses a threat to the health, safety and/or welfare of others?
 If yes to any of the above, please explain. _____

Employed by: _____ Telephone: () _____

Position Held _____ How Long _____ Salary / Wage \$ _____ Per month _____

APPLICANT #2 Name:			
Present Address:	City	State	Zip Code
Present Telephone: ()	Length of Time at Present Address		
Email Address:			
Present Landlord:	Telephone: ()		
Amount of Rent:	Reason for Moving		
Previous Address:	City	State	Zip Code
Length of Time At Previous Address	Previous Landlord	Telephone: ()	
Amount of Rent	Reason For Moving		
In Case of Personal Emergency, Notify:			
Relationship	Telephone: ()		
Have you ever been evicted or sued for non-payment of rent or damage to rental property?			
If yes, Please explain.			
Have you ever been arrested for or convicted of a crime, engaged in drug related activity, or been involved in criminal activity that poses a threat to the health safety and/or welfare of others?			
If yes to any of the above, please explain.			
Employed by:	Telephone: ()		
Position Held	How Long	Salary / Wage \$	Per month

APPLICANT #3 Name:			
Present Address:	City	State	Zip Code
Present Telephone: ()	Length of Time at Present Address		
Email Address:			
Present Landlord:	Telephone: ()		
Amount of Rent:	Reason for Moving		
Previous Address:	City	State	Zip Code
Length of Time At Previous Address	Previous Landlord	Telephone: ()	
Amount of Rent	Reason For Moving		
In Case of Personal Emergency, Notify:			
Relationship	Telephone: ()		
Have you ever been evicted or sued for non-payment of rent or damage to rental property?			
If yes, please explain.			
Have you ever been arrested for or convicted of a crime, engaged in drug related activity, or been involved in criminal activity that poses a threat to the health safety and/or welfare of others?			
If yes, please explain.			
Employed by:	Telephone: ()		
Position Held	How Long	Salary / Wage \$	Per month

APPLICANT #4 Name:			
Present Address:	City	State	Zip Code
Present Telephone: ()	Length of Time at Present Address		
Email Address:			
Present Landlord:	Telephone: ()		
Amount of Rent:	Reason for Moving		
Previous Address:	City	State	Zip Code
Length of Time At Previous Address	Previous Landlord	Telephone: ()	
Amount of Rent	Reason For Moving		
In Case of Personal Emergency, Notify:			
Relationship	Telephone: ()		
Have you ever been evicted or sued for non-payment of rent or damage to rental property?			
If yes, please explain.			
Have you ever been arrested for or convicted of a crime, engaged in drug related activity, or been involved in criminal activity that poses a threat to the health safety and/or welfare of others?			
Employed by:			
			Telephone: ()
Position Held	How Long	Salary / Wage \$	Per month

AUTOMOBILE INFORMATION

Make	Model	Year	State/License
Make	Model	Year	State/License
Make	Model	Year	State/License
Make	Model	Year	State/License



KAHLER PROPERTY MANAGEMENT DOES BUSINESS IN ACCORDANCE WITH THE FEDERAL FAIR HOUSING ACT AND OTHER APPLICABLE LAWS.

I hereby authorize KAHLER PROPERTY MANAGEMENT to contact previous landlords and references listed to obtain the following:

CREDIT REPORT LANDLORD REFERENCES CRIMINAL BACKGROUND CHECK INCOME VERIFICATION

I hereby certify that the above information is correct and understand that any false or incorrect statements made will be grounds for denial of this application.

THE SECURITY DEPOSIT IS DUE WITH THIS APPLICATION ALONG WITH THE \$30 PER ADULT, NONREFUNDABLE, CASH APPLICATION FEE. APPLICANT UNDERSTANDS AND AGREES THAT THE PROPERTY IS BEING LEASED IN AS IS CONDITION.

I understand that if I change by mind, my security deposit is not refundable.

Applicant #1 Signature _____ Date _____

Applicant #2 Signature _____ Date _____

Applicant #3 Signature _____ Date _____

Applicant #4 Signature _____ Date _____

Office Use Only:

Security Deposit	Paid/Due	Rent	Paid/Due	Prorated Amount
Comments				

BLACK HILLS POWER, INC.

AUTHORIZATION FOR RELEASE OF CUSTOMER INFORMATION

I, _____, am a customer of Black Hills Power, Inc. (BHP) maintaining an electric account in my name at:

STREET ADDRESS

CITY

STATE

ZIP CODE

My BHP Account Number(s): _____

By my signature below, I authorize Black Hills Power, Inc. to release any and all oral and written information about my utility account(s) to the following person(s), agency or company:

NAME OF PERSON(S), AGENCY OR COMPANY

STREET ADDRESS / PO BOX

CITY

STATE

ZIP CODE

PHONE NO.

I understand and agree that this authorization includes the release and discussion of all information concerning this account, to a third party, including, but not limited to, the billing and payment history. I hold Black Hills Power, Inc., their employees, officers, agents, parent companies and subsidiaries, harmless from any and all liability which may arise from information which is released as a result of this Authorization. I understand that I may cancel this authorization at any time by submitting a written request.

CUSTOMER'S PRINTED NAME

CUSTOMER'S SIGNATURE

DATE