



Thank you for the opportunity to manage your property! You will find enclosed a property management package for The Littleton Real Estate Company. "LREC" is one of the Denver metro areas largest and most successful residential management companies. We believe, after review of the enclosed information, you will select LREC as your property management firm.

We have been in the management business since 1984. We maintain that our knowledge of property management, skills with tenants, attention to detail in accounting, and communication with our clients is the finest in professional management.

To start, I will meet with you to preview your property and discuss items such as rental rates, repairs or updates that may need to be made prior to renting. Once we begin working with your account and your home has been rented I will remain involved in the management of your property but you will also be working with our staff who will keep you updated on maintenance requests and issues and owner payment information.

If your property is vacant, ads will be posted on our website and Craigslist, signs placed on the property and also promoted at local Board of Realtor meetings. Our job as leasing agent is to make sure everyone who could be a potential tenant knows of your vacancy. You may also choose to have us market your property on Rentals.com which is a national rental property search database. There is a cost to use this service with fees ranging from \$45 to \$75 for 30 days. If you choose this option, please include \$200 which will be posted to your account and used towards those fees. Any unused funds will be returned to you. Rental rates that may have been suggested will be finalized as we compare the property to others in the area. You will be updated weekly about calls, showings, applications or obstacles until your property has been rented. When we receive an application, we first verify with you the move in date is satisfactory, and then will discuss any other terms that need to be negotiated. Once all the terms are addressed, we will process the application. We verify employment and income of 3 times the rental rate, require credit to be 70% positive, run a criminal background check to verify no felonies, and verify 2 years of positive landlord references or positive mortgage payments on the credit report to prove homeownership. Pets are discussed and pictures of pets are required prior to renting. After the application has been processed, we notify you of any requirements not met and let you make the final decision. If we have approved them by our qualifications, we contact you to let you know when the lease will be signed.

Please look over the enclosed contract, call if you have any questions or fill in the necessary information and return to us. You will need to include any contacts, phone numbers, or emergency information if there are current tenants. This Management Agreement is designed to run with the tenants lease, contains a base fee of 10% of the gross monthly income and a new leasing fee of 1/2 the full monthly rental rate, not to exceed once per lease agreement.

In preparing this package we have attempted to let you know who we are and how we can put our property management division to work to benefit you. This package is intended to showcase our services once an owner has made a decision for change. As professionals, and with respect to any current management agreement, it is not our intention to encourage you to terminate your existing contract, but if you are not presently under contract with a management firm, or are seeking a new firm to manage your property, we offer you our services.

The Littleton Real Estate Company provides their clients with reputable, experienced, professional management. We would like to do the same for you!

Sincerely,



Kurt Krantz
Owner



Our Program For Your Properties Include:

- Professional opinion of rental rate based on current rents, size, area, amenities and condition of property.
- Suggestions for visual appeal to market the property.
- Preparation of a list of maintenance items to be addressed.
- Leasing agents available to answer questions and show properties 7 days a week.
- Advertising in numerous venues such as signs, internet, and chamber lists
- Documented minimum qualifying criteria on every applicant, or owner approval to override specific non-qualifying criteria.
- Final approval on pets and length of lease is obtained from you.
- Collection of monthly rents
- Income electronically deposited into your bank account monthly, on or before the 20th day of the month
- Monthly statements for each property to be mailed or emailed on or before the 20th day of each month
- Payment of any monthly maintenance charges or HOA payments tailored to meet your needs
- All expenses reviewed and paid on time
- End of the year account summary and 1099 preparation.
- Enforcement of lease covenants

Our Maintenance Program For Your Properties Are:

- Based on protecting and preserving your property.
- Our opinion is a well maintained property will rent faster and at a higher amount.
- 24 hour emergency services.
- Monitors overtime billing of services; we understand what an emergency is and what can wait.
- All work orders that are not emergencies are required to be in writing to ensure work is taken care of in a timely manner and followed up on appropriately.
- We make sure the job is done right at the most reasonable rate available.
- Any vendors we use sign a contract with us stating they will provide you with the best price, highest level of service and a guarantee that they hold proper worker compensation and liability insurance.

We Comply With Fair Housing Standards:

The Littleton Real Estate Company complies with all Federal and State fair housing guidelines. We will not select, nor discuss, tenants based on race, color, national origin, ancestry, creed, religion, sex, physical or mental disability, marital status, or familial status.



REFERENCES

These are clients of the Littleton Real Estate Company. You are welcome to contact them regarding our services.

John McCormack

303-745-3379

Owner of 3 condo's in the Denver Metro area.

Ron Gupton

720-283-1777

Owner of a duplex in Denver.

John and Julie Black

303-907-0332

Owner of 1 1 condo's in the Denver Metro area.

Patrick McGuire

303-688-6398

Owner of 3 single family homes in Littleton

Diane Braaton

303-770-3772 ext. 331

Owner of single family home in Highlands Ranch

OUR GUARANTEE: We at The Littleton Real Estate Company believe customer satisfaction is the most important part of being in business. We believe if you are satisfied with our services you will tell others about your experiences. The majority of our business since 1984 is based on referrals. We pride ourselves on making sure you are satisfied with the services you are receiving. If there is something you don't believe we are giving you the highest level of service on please let us know. We will do our best to correct the problem in a prompt and professional manner. As members of NARPM we have agreed to abide by a Code of Ethics and Standards of Professionalism that we think is of utmost importance. We want you to receive the highest level of service available, we guarantee at all times to do our best to make sure you are 100% satisfied with the services you are receiving.



FULL MANAGEMENT CONTRACT

In consideration of the covenants herein contained, _____
(Print Owners Name)

hereinafter designated as Owner, and Key Property Managers, LLC d.b.a. The Littleton Real Estate Company, hereinafter designated as Agent, agrees as follows:

A. The Owner hereby employs and appoints the Agent as the sole and exclusive leasing and management agent of the property known as: _____

Property Address City, State, Zip

Hereinafter referred to as the Property, commencing as of the _____ day of _____, 20 _____

B. The Agent shall act as the owners exclusive agent, and may perform either in the Agent's or Owner's name, to manage, maintain, operate, lease/rent the property including negotiating for, entering into, signing, renewing, transferring and/or canceling leases for the property or any part thereof, except that the Agent shall have the authority to execute and sign leases and renewals for terms not in excess of (1) one year without an additional approval.

C. The Agent shall use its best efforts and perform in all measures necessary for the orderly management of the property. The Agent shall hire, discharge and supervise all labor and utility services required for the maintenance of the property. The Agent agrees to secure the approval of the Owner for any alterations or expenditures in excess of \$300.00 for any one item, except monthly or recurring operating charges and emergency repairs in excess of the maximum, if, in the opinion of the Agent, such repairs are necessary to protect the property from damage or to maintain services to the tenants as called for by their tenancy. The Owner agrees to establish a permanent operation reserve account with the Agent in the amount of \$100.00 which will be taken out of the first month's income. In the event the property should become vacant the owner may be required to send funds for their reserve account to covers bills such as public service, water and HOA dues.

D. The Agent agrees to pay, net proceeds it holds for the Owner, to others as directed by the Owner in writing. The agent shall not be required to advance any moneys for the care or management of the property. Should any account be short funds the Broker is due 15% interest on any extended funds as required by the Colorado Real Estate Commission. The Agent shall be liable to the Owner for failure to pay any charges against the property if necessary funds for such purposes have not been made available to Agent by Owner or tenant. Owner shall receive a monthly statement showing all receipts and disbursements with the net amount issued within 20 working days, (Saturdays, Sundays, and Holidays excluded) after the first day of each month.

E. The cost of insurance in connection with the property (ed. Fire, earthquake, public liability, burglary, etc.) shall be the responsibility of the Owner. The Owner agrees to indemnify, defend, and save the Agent harmless from all suits in connection with the premises and from liability for, damage to property and injuries to any person(s). The Owner shall name the Agent as additional insured, and supply a certificate, of the above described insurance policies.

The Owners Insurance Company is: _____ Agent: _____

Policy #: _____ Phone Number: _____

Amount of Deductible: \$ _____

F. For services rendered pursuant to this Agreement, the Owner shall pay the Agent 10% of the monthly gross revenues from the property. In addition, for new leases processed, a new leasing fee of 1/2 the full monthly rental rate will be charged no more than once per lease agreement. The Agent shall be compensated at \$40.00 per hour for additional services required by the Owner (i.e. Unit inventories in preparation of sales contracts, market analysis computation, appointments with appraisers, financiers, etc.). Compensation for the renovation of vacant property shall be 5% of the gross renovation. Property Managers will perform inspections annually. These inspections will make written note of the condition of the property, how the tenant's are maintaining the property and any large expenditures that might be necessary in the next year for Owner to plan for, and to take care of overlooked preventative maintenance. This Annual Survey will be a \$45.00 charge to the owner for us to walk

Please fill out the Authorization for Automatic payments if you want funds deposited to an account.

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING. Compensation charges by real estate brokers are not set by law. Such charges are established by each real estate broker.

DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE BUYER AGENT, SELLER AGENT, TRANSACTION-BROKER, LANDLORD AGENCY OR TENANT AGENCY.

AGENCY DISCLOSURE ADDENDUM

BROKER'S SERVICES. Broker is limited agent of Owner and will represent only Owner.

This contract is a Landlord Agency Contract with a Transactional-Broker Clause

- A. Broker shall promote the interest of owner with the utmost good faith, loyalty and fidelity, including, but not limited to:
1. Seeking rental rates and terms which are acceptable to owner; except that Broker shall not be obligated to seek additional offers to lease the Premises while the Premises are subject to an agreement to lease the Premises;
 2. Presenting all offers to and from Owner in a timely manner regardless of whether the Premises are subject to an agreement to lease;
 3. Disclosing to Owner adverse material facts actually known by Broker;
 4. Counseling Owner as to any material benefits or risks of a transaction actually known by Broker;
 5. Advising Owner to obtain expert advice as to material matters about which Broker knows, but the specifics of which are beyond the expertise of Broker.
 6. Accounting in a timely manner for all money and property received; and
- B. Broker shall not disclose the following information without the informed consent of Owner:
1. That Owner is willing to accept less than the stated rental rate for the Premises;
 2. What the motivating factors are for Owner to lease the Premises;
 3. The Owner will agree to lease terms other than those offered;
 4. Any material information about Owner unless the disclosure is required by law or failure to disclose such information would constitute fraud or dishonest dealing; or
 5. Any facts or suspicions regarding circumstances, which may psychologically impact or stigmatize Premises pursuant to Colorado Law.
- C. Broker shall disclose any prospective tenants, all adverse material facts actually known by Broker including, but not limited to adverse material, facts pertaining to the title to the Premises and the physical condition of the Premises. Any material defects in the Premises, and any environmental hazards affecting the Premises which are required by law to be disclosed.
- D. Title and Encumbrances — Owner represents to Broker that title to the Premises is solely in Owner's name. Owner shall deliver to Broker true copies of all relevant title materials, loan documents, lease(s) and survey(s) in Owner's possession and shall disclose to Broker all easements, liens and other encumbrances, if any, on the Premises, of which Owner has knowledge. Broker may terminate this Listing Contract upon written notice to Owner that title is not satisfactory to Broker.
- E. Material Defects — Broker Disclosure — Inspection. Owner agrees that any defects of a material nature (including, but not limited to, structural defects; soil conditions, violation of health, zoning or building laws; or non-conforming uses and zoning variances) actually known by Broker must be disclosed by Broker to any prospective tenant. Owner agrees that the tenant may have the Premises inspected.

- F. Transactional Broker — Broker may show the premises to tenants represented or assisted by the broker as a Transactional Broker or as a customer with the agreement.
- G. Nondiscrimination — The parties agree not to discriminate unlawfully against any prospective tenant because of the race, creed, color, sex, marital status, national origin, familial status, physical or mental handicap, religion or ancestry of such person.
- H. Recommendation of Legal Counsel — By signing this document, Owner acknowledges that Broker has advised that this document has important legal consequences and has recommended consultation with legal and tax or other counsel, before signing this contract.
- I. Alternative Dispute Resolution: Mediation — If a dispute arises relating to this contract and is not resolved, the parties involved in such dispute ("Disputants") shall first proceed, in good faith, to submit the matter to mediation. The disputants will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. In the event the entire dispute is not resolved within thirty (30) calendar days from the date written notice requesting mediation is sent, by one Disputant to the other, the mediation unless other wise agreed, shall terminate. This section shall not alter any date in this contract unless otherwise agreed.
- J. Attorney Fees — In case of arbitration or litigation between Owner and Broker in their respective capacities, the parties agree that cost and reasonable attorney fees shall be awarded to the prevailing party.

Owner Date

Owner Date

Owner: Kurt Krantz,
The Littleton Real Estate Company
1501 W. Campus Drive, #M
Littleton, CO 80120
Phone: 303-730-8170
Fax: 303-730-0221
E-Mail info@LRECO.com
Website: www.LRECO.com

By: It's Duly Authorized Agent

Lead-Based Paint Obligation of Landlord

Landlord acknowledges the following obligation, which shall be completed before the tenant is obligated under any contract to lease the Property. There is no obligation of the Landlord to conduct any evaluation or reduction activities.

1. Landlord shall provide the required lead warning statement set forth on the Lead-Based Paint Disclosure form.
2. Landlord shall provide the tenant with the EPZ-approved lead hazard information pamphlet "Protect Your Family from Lead in Your Home."
3. Landlord shall disclose to the tenant and the real estate licensee(s) the presence of any known lead-based paint and/or lead-based paint hazards in the Property being leased. Landlord shall also disclose any additional information available to Landlord concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead based paint hazards, and the condition of the painted surfaces.
4. Landlord shall disclose to each real estate licensee the existence of any available records or reports. Landlord shall also provide the tenant with any records or reports available to the Landlord pertaining to the lead-based paint and/or records and reports regarding common areas. The requirement also includes records and reports regarding other residential dwelling in multi-family target housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the building as a whole. If no such records or reports are available, Landlord shall so indicate.
5. Landlord must sign and date the Lead-Based Paint Disclosure, certifying to the accuracy of Landlord's statements, the best of Landlord's knowledge.

If any of the disclosure activities identified above occurs after the tenant has provided an offer to lease the Property, Landlord shall complete the required disclosure activities prior to accepting the tenant's offer and allow the tenant an opportunity to review the information and possibly amend the offer.

Landlord is required to retain a copy of the completed Lead-Based Paint Disclosure for three years from the commencement of the leasing period.

Property known as No. _____
Street address City State Zip

Landlord _____ Date

Landlord _____ Date



PROPERTY INFORMATION SHEET

Property Address: _____

Code: _____

County: _____

Subdivision: _____ Management Company & Contact #: _____ If there is an HOA you must provide a copy of Rules & Regs for community!

Management Information: General Information/Property Description											
YOC	LBP Req'd		Yes	No	Pets	Yes	No	Cats	Dogs	Nego	< _____ LBS
Type	SFH	Duplex	3-6 Plex		Townhouse	Condo	Apt.	Other			
Style	Ranch	2 story		3 story		Other		Square Footage			
Bsmt Type	N/A	Crawl	Full	Partial		Fin sct ft		Unfin sq ft			
Bsmt	Beds		Baths	Fam Rm	Den	Office	Other				
Location	Fireplace G/W:				Ceiling Fans			Skylights:			
Main Lvl	Beds		Baths	Fam Rm	Den	Office	Kitchen	Other			
Location	Fireplace G/W:				Ceiling Fans:			Skylights:			
2nd Lvl	Beds		Baths	Fam Rm	Den	Office	Kitchen	Other			
Location	Fireplace G/W:				Ceiling Fans			Skylights			
3rd Lvl	Beds		Baths	Fam Rm	Den	Office	Kitchen	Other			
Location:	Fireplace G/W:				Ceiling Fans:			Skylights:			
Laundry	Washer	Dryer	Stack	Hookups	On-site	1 Mailbox #					
Air Condition	Window	Central	Attic	Swamp	N/A	# of mailbox keys:					
Flooring	Carpet	Tile	Hardwoods	Color:		Patio	Balcony	Covered			
Pk Spaces	Garage	Carpport		Off street	Assigned	#'s	Yard	Fen	Unfen		
# of garage remotes	Gate/Key codes				Mailbox ; _____	Parking Space ; _____					
Appliances Included		Stove	Refrigerator	Dishwasher	Microwave	Washer	Dryer				
Type											
Color											
Gas/Electric											
Heat System	GFA	Boiler	Electric Baseboard		Float	Location					
Fuel Source	Gas	Electric	Propane	Ignition	Electric	Pilot					
Filter Size			Gas Shutoff								
Water Heater	Gas	Electric	Size	40 Gal	50 Gal	Boiler					
Location	Inside Shutoff			Outside Shutoff							
Sprinkler Type		Clock Location			Vacuum Brkr		Sply Ln ShOff				
Crawlspace Access Location					Attic Access Location						
Electrical System		Breaker	Fuse	Panel Location							
Interior	Wall Paint				Ceiling Paint						
Exterior	Wood	Composite	Aluminum	Vinyl	Siding Paint	Trim Paint					
Roof	Asphalt	Cedar	Flat	Other	Deck Stain						
Management Information — Company and Who Makes Payments											
							Vacant:	LREC	Owner		
Electric Co	Owner	Tenant	LREC	Gas/Propane Co			Owner	Tenant	LREC		
Water Co	Owner	Tenant	LREC	Sewer Co			Owner	Tenant	LREC		
Trash Co	Owner	Tenant	LREC	Cable Co			Owner	Tenant	LREC		
Lawn Co	Owner	Tenant	LREC	HOA			Owner	Tenant	LREC		
Schools											
District	Elementary										
Middle	Senior										



MAINTENANCE CHECKLIST

1. Location of main water shut-off valve: _____
2. Location of main electric breaker panel: _____
Location of auxiliary panels: _____
3. Location of natural gas meter: _____
4. Does the property have an operational sprinkler system? _____ Automatic / Manual? _____
Location of control panel: _____ Location of system shut off valve: _____
Location of bleeder valves: _____ Automatic drain / Compression blow out _____
Location of anti-siphon if it needs to be blown out: _____
5. Does the property have a swamp cooler? _____ Location of shut off: _____
6. Have you had any problems with frozen pipes in the past? _____
Where did the pipes freeze? _____
Did the pipes break? _____ Location of break: _____
7. Have you had any problems with recurring blockages of main sewer line? _____
Branch sewer lines? _____ if so, describe location of sewer line clean out: _____

8. Have you had any problems with water in the basement or crawl space? _____
Please describe: _____
Do you have a sump pump? _____ Location of sump pump: _____
9. Type of heating system: _____ when was the last time the heating plant was serviced?
_____ Filter Size _____
10. Does the property have smoke detector(s)? _____ Location of smoke detectors/type: _____
11. Do you wish to have trees, shrubbery or other vegetation sprayed or treated on a regular basis?
_____ if so, please describe treatment you desire _____
12. Please describe any special maintenance problems you have had in the past or items that you think we should be aware of: _____
13. Do you have an inspection report regarding Lead Based Paint ___ Yes ___ No. Please attach any inspection reports you may have regarding Lead Based Paint at the property.

PREVENTATIVE MAINTENANCE AND PROPERTY SURVEY

Code: _____

Property Address: _____

	Yes	No	Preferences
Annual mechanical inspection including caulk/grout			
Furnace filter change			Annually x/year
Air conditioning filter change			Annually x/year
Gutter cleaning			Annually x/year
Sprinkler system activation			
Sprinkler system winterization			
Lawn mowing			Weekly Bi-weekly Monthly
Lawn fertilization/weed killer application (2 in 1)			1x/year 2x/year 3x/year
Weed killer application only in rock area			1 x/year 2x/year 3x/year
Swamp cooler activation/winterization			
Chimney cleaning			Annually Every other year
Exterior light timer setting			When time changes
Exterior light monthly check			Monthly extra charge
Smoke detector installation	Reqd		
Carbon monoxide detector installation	Reqd		
Re-key between tenants	Reqd		
Deadbolt installation			
Carpet cleaning between tenants	Reqd		Steam Clean Chem Dry
Septic pumping (/year)			Annually x/year
Snow removal on driveways			2" 4" 6" End of storm
Snow removal on sidewalks			2" 4" 6" End of storm
Tree/sapling trimming from roof/foundations			Annually x/year
Laundry room cleaning			Weekly Bi-weekly Monthly
Hallway cleaning			Weekly Bi-weekly Monthly
Wood deck/siding staining			Specify frequency:
Appliances to be replaced if they cease to function			
Stove			
Refrigerator			
Dishwasher			
Microwave			
Washer			
Dryer			



INSURANCE CHANGE NOTIFICATION

Date: _____

Property Address: _____

Insurance Company: _____

Agent: _____

Agent Phone # _____

Agent Address: _____

Policy Number: _____

To Whom It May Concern:

I have recently hired The Littleton Real Estate Company to manage my property listed above. Per the management agreement, I need to have comprehensive public liability property insurance, fire and extended coverage hazard insurance in the amount equal to the full replacement cost of the structure and other improvements, and list The Littleton Real Estate Company as an additional insured. Please send a certificate of insurance to:

The Littleton Real Estate Company
1501 W. Campus Drive, #M
Littleton, Co 80120

Thank you,

Homeowner signature

Print Name

Contact Number



MARKETING PLAN

Suggested Rental Rate: _____

Anticipated Market Time: _____

Total monthly cost for marketing your property as specified including:

- | | |
|--------------------|------------------------------------|
| Craigslist | \$FREE |
| LREC Website | \$ FREE |
| <u>Rentals.com</u> | Starting price of \$45 per 30 days |

Cost of all Rentals.com advertising shall be paid by owner and disbursed by Agent from the owner's reserve account maintained by Agent. Owner agrees to maintain a sufficient balance in the reserve account to cover the costs of Rentals.com advertising. Owner acknowledges agent will not advertise the property for rent if sufficient funds are not available in the owner's reserve account.

Owner agrees to promptly provide Agent with sufficient funds to cover all marketing expenses that Agent may incur in the course of marketing owner's property for rent as per owner's instructions as specified in this Marketing Plan.

Owner Date

Owner Date

Agent Date



AUTHORIZATION AGREEMENT FOR AUTOMATIC PAYMENTS

NAME _____

I (we) hereby authorize Littleton Real Estate Company, hereinafter called COMPANY, to initiate a credit entry to my (our) Checking _____ Savings _____ account (select one) indicated below and the depository named below, hereinafter called DEPOSITORY, to credit same to such account.

DEPOSITORY NAME _____ BRANCH _____

CITY _____ STATE _____ ZIP _____

TRANSIT/ABA NO. _____ ACCOUNT # _____

This authority is to remain in full force and effect until COMPANY and DEPOSITORY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

PROPERTY ADDRESS _____

NAME(S) _____

SIGNED _____

DATE _____



GENERAL MANAGEMENT MAINTENANCE ADDENDUM

- 1) For and in behalf of the Owner, engaging and discharging employees, contractors and others needed, for service in, or maintenance of the premises including, but not limited to, cleaning, decorating, cutting and irrigating lawns, trimming trees, hauling of trash, making repairs, replacements, alterations, or improvements and also the maintenance, renovation and repair of personal property.
- 2) Incur any expense for any single repair, alteration, decoration cost, purchase or replacement of equipment or chattels in excess of \$300.00 without consent of the Owner, unless it is an emergency.
- 3) Such fee or fees as may be agreed to, from time to time, to compensate Agent for making contract and supervising repairs, alterations, replacements, improvements, remodeling, additions, decorating or otherwise pertaining to the premises, which are not usual or normal. Unless agreed otherwise whenever such work is performed by outside vendors Agent shall receive a supervision fee equal to 5% of the total expenditure for overseeing the performance of capital improvements in excess of \$3,000.00. If Agent performs the work the supervision fee will be waived.
- 4) Type of work performed:
 - We are capable of doing most general maintenance, plumbing, electrical, lock changing, drywall repair, glass replacement, interior & exterior painting, hauling, physical evictions, landscape maintenance, snow shoveling, etc... Our rate to perform these services is an initial \$35.00 trip charge (which includes first hour of labor) and \$35.00 per hour thereafter.
 - We are also capable of doing Emergency Maintenance which is work necessary at night, weekends or holidays. Our rate to perform this service is double at \$60.00 per hour for the initial trip (which includes first hour of labor) and \$60.00 per hour thereafter.

Materials purchased by Agent for work performed by Agent shall be invoiced at approximately 10% above Agent's costs before sales tax to cover Agent's overhead expense for stocking, accounting and invoice preparation. Subject to the provisions of Paragraph 4 all labor and materials provided by outside vendors shall be provided to Owner at Agent's cost. Owner shall receive the benefit of volume discount pricing Agent frequently obtains from outside vendors through Agent's enhanced buying power.

Owner is not required to use Agent's staff for maintenance services. Agent will utilize vendors or contractors specifically designated by Owner in writing in this General Management Information Addendum. Owner will not require Agent to use vendors or contractors that are not covered by a current policy for Workman's Compensation and Liability Insurance. When the need for maintenance services occurs Agent will make 2 (two) attempts to contact Owner's designated vendor or contractor. If Agent has been unable to secure the service of Owner's vendor/contractor after 2 (two) attempts Agent is hereby authorized to utilize its own employees at the rates specified herein, or the vendor that agent normally uses for that particular maintenance issue.

After the initial term of this agreement Agent may make periodic market based adjustments in maintenance labor rates without further notice to owner provided such adjustments do not exceed 30% more than the previous labor rate during any 12 month period.

- 5) In the event Agent is required to pay additional workman's compensation insurance premiums by its workman's compensation insurance provider for work or services offered at the owner's property by sub-contractors/vendors that were found to be un-insured for workman's compensation insurance Owner hereby agrees to reimburse agent for said additional Insurance premiums.

- 6) Hazardous Materials: Management of hazardous materials is beyond the scope of this Agreement. In the event it is determined that the subject property contains hazardous materials including asbestos, PCB's, underground storage tanks, lead, radon, formaldehyde, insulation, vermiculite, mold or any other toxic hazardous type of material Agent may, at their option choose to terminate this agreement by giving the owner a 24 (twenty-four) hour written notice. This agreement does not require or provide for any services by Agent whatsoever in regards to hazardous materials present at the property including initial investigations, removal, abatements, mitigation, notices, etc. Management of hazardous materials shall be the sole responsibility of Owner unless Agent for Owner enters into a specific agreement, in writing, detailing Agents responsibilities and compensation in connection with such hazardous materials management.

- 7) Vendors or contractors Owner wants Agent to contact for maintenance issues: (if no vendors/contractors are listed Agent will utilize its own maintenance staff and/or usual vendors/contractors per the terms of the Management Agreement/General Management Maintenance Addendum). Owner warrants that contractors/vendors listed are covered by a current b policy for Workman's Compensation Insurance and Liability Insurance.

Name: _____

Address: _____

Office Phone _____ Cell Phone: _____

Type of work this vendor/contractor will perform: _____

Name: _____

Address: _____

Office Phone _____ Cell Phone: _____

Type of work this vendor/contractor will perform: _____

Owner Signature: _____ Date: _____



We have two full time handymen and with them on staff we are able to attend to some routine maintenance issues on an annual basis should you want these services provided. To have these items taken care of or request that they are not taken care of please check the applicable statement and write the address of the rental property we manage for you.

In September/October we recommend that you have the furnace in your unit(s) serviced, and the filter changed, as well as changing all batteries in the smoke alarms and carbon monoxide detectors. Tenant(s) are supposed to take care of these maintenance issues, however tenants often times do not take the time or diligence to make sure these items are in proper working order. Tenant(s) will sometimes disconnect smoke alarms, or not replace batteries which can be hazardous, as well as a liability to you in an emergency situation. Tenant(s) also forget to change furnace filters, and this can cause costly heating repairs when the heaters shut down due to dirty filters in the middle of the night during the winter. Proving the cause of the repair was due to the dirty filter is hard to confirm and unfortunately owners usually end up paying for these heating repairs.

Yes, I would like you to change the furnace filter in my unit, service the heater, and change batteries in the smoke alarm and carbon monoxide detectors for a flat fee of \$100.00.

No, I am not interested in having these services completed at this time.

If you own a home we offer many options for your yard in the spring and summer. We recommend that you aerate and fertilize to improve the condition of the lawn throughout the summer. We are also able to winterize and de-winterize your sprinkler system. In the spring we will turn the system on, run it through a full cycle, check for leaks and broken sprinkler heads, make sure the heads are positioned properly and set the timer to run 3 days per week. In the fall, we will blow out all water lines to prevent broken pipes during the winter and turn off the water to the sprinkler system. We also offer lawn care service. Your grass will be cut once a week and trimmed around sidewalks and driveways. The grass is bagged and taken away. This service can be performed whether your home is vacant or not.

Yes, I would like to have my yard aerated and fertilized in the spring for a \$60.00 flat fee

Yes, I would like you to start up and shut down my sprinkler system for a flat fee of \$90.00 (\$45.00 for start up and \$45.00 for shut down) You will be charged for labor and any parts that need to be replaced/repaired

Yes I would like you to cut the grass and trim the yard. (Fee is determined by size of the yard. You will be quoted a price before we begin.)

Yes I would like you to cut the grass and trim the yard but only when my property is vacant. (Fee is determined by size of the yard. You will be quoted a price before we begin.)

No, I am not interested in having any of these services performed at this time

Another thing to consider is gutters should be cleaned at least once a year, we recommend this being done in the spring to clean all the leaves out of the gutters that come down in the fall and winter

Yes, I would like this service performed for a \$75.00 flat fee

No, I am not interested in having these services performed at this time.

INSPECTIONS:

Yes I would like my home to be inspected each year. I understand there is a \$45 fee for this service

No, I am not interest in having my home inspected

Rental Property Address: _____

Thank you again for your time and consideration in these matters.

HOMEOWNER'S ASSOCIATION
INFORMATION SHEET

PROPERTY ADDRESS: _____

MANAGEMENT CO: _____

ADDRESS: _____

PHONE NUMBER: _____

CONTACT PERSON: _____

HOA DUES: _____

FEE INCLUDES: Please check all that apply:

Clubhouse _____ Pool _____ Trash _____ Heat _____ Sewer _____ Tennis _____

Insurance _____ Water _____ Snow Removal _____ Grounds Maintenance _____

Exterior Building Maintenance including the roof _____

Exterior Building Maintenance excluding the roof _____

Existing Assessments: _____

Proposed: _____

Most recent increase in HOA Fees (When & how much): _____

Transfer Fee: _____

of units that are owner occupied: _____

Insurance Company, address & phone number for Master Association

1 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
2 (LC57-8-10) (Mandatory 1-11)

3 THIS IS A BINDING CONTRACT. THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD
4 CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

5 Compensation charged by brokerage firms is not set by law. Such charges are established by each real estate
6 brokerage firm.

7 DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE LANDLORD AGENCY, TENANT AGENCY,
8 SELLER AGENCY, BUYER AGENCY OR TRANSACTION-BROKERAGE.
9

10 EXCLUSIVE RIGHT-TO-LEASE LISTING CONTRACT

11 LANDLORD AGENCY TRANSACTION-BROKERAGE
12
13

Date: _____

14 1. AGREEMENT. Landlord and Brokerage Firm enter into this exclusive, irrevocable contract (Landlord Listing Contract) as
15 of the date set forth above.

16 2. BROKER AND BROKERAGE FIRM.

17 2.1. Multiple-Person Firm. If this box is checked, the individual designated by Brokerage Firm to serve as the broker of
18 Landlord and to perform the services for Landlord required by this Landlord Listing Contract is called Broker. If more than one
19 individual is so designated, then references in this Landlord Listing Contract to Broker shall include all persons so designated,
20 including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the
21 employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

22 2.2. One-Person Firm. If this box is checked, Broker is a real estate brokerage firm with only one licensed natural person.
23 References in this Landlord Listing Contract to Broker or Brokerage Firm mean both the licensed natural person and brokerage
24 firm who shall serve as the broker of Landlord and perform the services for Landlord required by this Landlord Listing Contract.

25 3. DEFINED TERMS.

26 3.1. Landlord: _____

27 3.2. Brokerage Firm: The Littleton Real Estate Company

28 3.3. Broker: Mary Hassing

29 3.4. Premises. The Premises is the following legally described real estate in the County of _____, Colorado:
30
31

32 known as No. _____

33 Street Address

City

State

Zip

34 together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of
35 owner of the Premises (Owner) in vacated streets and alleys adjacent thereto, if applicable, except as herein excluded.

36 3.5. Lease.

37 3.5.1. Lease of the Premises or Lease means any lease of an interest in the Premises.

38 3.5.2. If this box is checked, Landlord, who represents to Broker that Landlord has the right and authority from
39 Owner, authorizes Broker to negotiate the sale of the Premises. Sale of the Premises or Sale means the voluntary transfer or
40 exchange of any interest in the Premises or the voluntary creation of the right to acquire any interest in the Premises. It also
41 includes an agreement to transfer any ownership interest in an entity which owns the Premises.

42 3.6. Listing Period. The Listing Period of this Landlord Listing Contract shall begin on _____, and
43 shall continue through the earlier of (1) completion of the Lease of the Premises or (2) _____.
44 Broker shall continue to assist in the completion of any lease or sale for which compensation is payable to Brokerage Firm under
45 § 7 of this Landlord Listing Contract.

46 3.7. Applicability of Terms. A check or similar mark in a box means that such provision is applicable. The abbreviation
47 "N/A" or the word "Delete" means not applicable. The abbreviation "MEC" (mutual execution of this contract) means the date upon
48 which both parties have signed this Landlord Listing Contract. For purposes of this agreement, Landlord includes sublandlord and
49 tenant includes subtenant.

50 **3.8. Day; Computation of Period of Days, Deadline.**

51 **3.8.1. Day.** As used in this Landlord Listing Contract, the term "day" shall mean the entire day ending at 11:59
52 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

53 **3.8.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not
54 specified, the first day is excluded and the last day is included, e.g., three days after MEC. If any deadline falls on a Saturday,
55 Sunday or federal or Colorado state holiday (Holiday), such deadline Shall Shall Not be extended to the next day that is
56 not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline shall not be extended.

57 **4. BROKERAGE RELATIONSHIP.**

58 **4.1.** If the Landlord Agency box at the top of page 1 is checked, Broker shall represent Landlord as a Landlord's limited agent
59 (Landlord's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker shall act as a Transaction-Broker.

60 **4.2. In-Company Transaction – Different Brokers.** When Landlord and tenant in a transaction are working with different
61 brokers, those brokers continue to conduct themselves consistent with the brokerage relationships they have established. Landlord
62 acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a tenant.

63 **4.3. In-Company Transaction – One Broker.** If Landlord and tenant are both working with the same broker, Broker shall
64 function as:

65 **4.3.1. Landlord's Agent.** If the Landlord Agency box at the top of page 1 is checked, the parties agree the following
66 applies:

67 **4.3.1.1. Landlord Agency Only.** Unless the box in § 4.3.1.2 (Landlord Agency Unless Brokerage
68 Relationship with Both) is checked, Broker shall represent Landlord as Landlord's Agent and shall treat the tenant as a customer.
69 A customer is a party to a transaction with whom Broker has no brokerage relationship. Broker shall disclose to such customer
70 Broker's relationship with Landlord.

71 **4.3.1.2. Landlord Agency Unless Brokerage Relationship with Both.** If this box is checked, Broker shall
72 represent Landlord as Landlord's Agent and shall treat the tenant as a customer, unless Broker currently has or enters into an
73 agency or Transaction-Brokerage relationship with the tenant, in which case Broker shall act as a Transaction-Broker.

74 **4.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither
75 box is checked, Broker shall work with Landlord as a Transaction-Broker. A Transaction-Broker shall perform the duties
76 described in § 5 and facilitate lease transactions without being an advocate or agent for either party. If Landlord and tenant are
77 working with the same broker, Broker shall continue to function as a Transaction-Broker.

78 **5. BROKERAGE DUTIES.** Brokerage Firm, acting through Broker, as either a Transaction-Broker or a Landlord's Agent,
79 shall perform the following Uniform Duties when working with Landlord:

80 **5.1.** Broker shall exercise reasonable skill and care for Landlord, including, but not limited to the following:

81 **5.1.1.** Performing the terms of any written or oral agreement with Landlord;

82 **5.1.2.** Presenting all offers to and from Landlord in a timely manner regardless of whether the Premises is subject to
83 a lease or letter of intent to lease;

84 **5.1.3.** Disclosing to Landlord adverse material facts actually known by Broker;

85 **5.1.4.** Advising Landlord regarding the transaction and advising Landlord to obtain expert advice as to material
86 matters about which Broker knows but the specifics of which are beyond the expertise of Broker;

87 **5.1.5.** Accounting in a timely manner for all money and property received; and

88 **5.1.6.** Keeping Landlord fully informed regarding the transaction.

89 **5.2.** Broker shall not disclose the following information without the informed consent of Landlord:

90 **5.2.1.** That Landlord is willing to accept less than the asking lease rate for the Premises;

91 **5.2.2.** What the motivating factors are for Landlord to lease the Premises;

92 **5.2.3.** That Landlord will agree to Lease terms other than those offered;

93 **5.2.4.** Any material information about Landlord unless disclosure is required by law or failure to disclose such
94 information would constitute fraud or dishonest dealing; or

95 **5.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Premises.

96 **5.3.** Landlord consents to Broker's disclosure of Landlord's confidential information to the supervising broker or designee
97 for the purpose of proper supervision, provided such supervising broker or designee shall not further disclose such information
98 without consent of Landlord, or use such information to the detriment of Landlord.

99 **5.4.** Brokerage Firm may have agreements with other landlords to market and lease their premises. Broker may show
100 alternative properties not owned by Landlord to other prospective tenants and list competing properties for lease.

101 **5.5.** Broker shall not be obligated to seek additional offers to lease the Premises while the Premises is subject to a lease or
102 letter of intent to lease.

103 **5.6.** Broker has no duty to conduct an independent inspection of the Premises for the benefit of a tenant and has no duty to
104 independently verify the accuracy or completeness of statements made by Landlord or independent inspectors. Broker has no duty
105 to conduct an independent investigation of a tenant's financial condition or to verify the accuracy or completeness of any statement
106 made by a tenant.

107 5.7. Landlord understands that Landlord shall not be liable for Broker's acts or omissions that have not been approved,
108 directed, or ratified by Landlord.

109 5.8. When asked, Broker Shall Shall Not disclose to prospective tenants and cooperating brokers the existence of
110 offers on the Premises and whether the offers were obtained by Broker, a broker within Brokerage Firm or by another broker.

111 6. **ADDITIONAL DUTIES OF LANDLORD'S AGENT.** If the Landlord Agency box at the top of Page 1 is checked, Broker
112 is Landlord's Agent, with the following additional duties:

113 6.1. Promoting the interests of Landlord with the utmost good faith, loyalty and fidelity;

114 6.2. Seeking lease rates and terms that are set forth in this Landlord Listing Contract; and

115 6.3. Counseling Landlord as to any material benefits or risks of a transaction that are actually known by Broker.

116 7. **COMPENSATION TO BROKERAGE FIRM; COMPENSATION TO COOPERATIVE BROKER.** Landlord agrees that
117 any Brokerage Firm compensation that is conditioned upon the Lease of the Premises shall be earned by Brokerage Firm as set forth
118 herein without any discount or allowance for any efforts made by Landlord or by any other person in connection with the Lease of
119 the Premises.

120 7.1. **Amount.** In consideration of the services to be performed by Broker, Landlord agrees to pay Brokerage Firm as follows:

121 7.1.1. **Lease Commission.** (1) 10 % of the gross rent under the Lease, or (2) N/A,
122 in U.S. dollars.

123 7.1.2. **Sales Commission.** If the box in § 3.5.2 is checked, Brokerage Firm shall be paid a fee equal to (1) _____ %
124 of the gross purchase price or (2) N/A, in U.S. dollars, payable only upon
125 Broker procuring the buyer and upon delivery of deed.

126 7.2. **When Earned.** Such commission shall be earned upon the occurrence of any of the following:

127 7.2.1. Any Lease of the Premises within the Listing Period by Landlord, by Broker or by any other person;

128 7.2.2. Broker finding a tenant who is ready, willing and able to complete the lease or sale as specified in this Landlord
129 Listing Contract; or

130 7.2.3. Any Lease (or Sale if § 3.5.2 is checked) of the Premises within _____ calendar days subsequent to the
131 expiration of the Listing Period (Holdover Period) (1) to anyone with whom Broker negotiated and (2) whose name was submitted, in
132 writing, to Landlord by Broker during the Listing Period, including any extensions thereof, (Submitted Prospect). Provided, however,
133 Landlord Shall Shall Not owe the commission to Brokerage Firm under this § 7.2.3 if a commission is earned by another
134 licensed real estate brokerage firm acting pursuant to an exclusive agreement entered into during the Holdover Period and a Lease
135 or Sale to a Submitted Prospect is consummated. If no box is checked above in this § 7.2.3, then Seller shall not owe the
136 commission to Brokerage Firm.

137 7.3. **When Applicable and Payable.** The commission obligation shall apply to a Lease made during the Listing Period or
138 any extension of such original or extended term. The commission described in § 7.1.1 shall be payable upon execution of the Lease
139 or possession, whichever occurs first, or _____, as contemplated by § 7.2.1 or § 7.2.3, or
140 upon fulfillment of § 7.2.2 where either the offer was made by such tenant is defeated by Landlord or by the refusal or neglect of
141 Landlord to consummate the Lease as agreed upon.

142 7.4. **Extensions/Renewals/Expansion.** Broker Shall Shall Not be paid a fee as follows:

143 7.4.1. **Option to Extend or Renew.** If this box is checked and Tenant exercises an option to extend or renew
144 under the lease, Broker shall be paid a fee in the amount of \$ _____, payable upon the Exercise of such option
145 Upon the Commencement of such option _____.

146 7.4.2. **Expansion.** If this box is checked and Tenant expands into additional space within the building or
147 complex, Broker shall be paid a fee in the amount of \$ _____, payable upon the Exercise by tenant of such right
148 to expand the Premises Upon the Commencement of any such expansion term of the Lease _____.

149 7.5 **Other Compensation.** _____

150 7.6. **Cooperative Broker Compensation.** Broker shall seek assistance from and Brokerage Firm offers compensation to
151 outside brokerage firms, whose broker is acting as:

152 **Tenant Agents:** _____, in U.S. dollars.

153 **Transaction-Brokers:** _____, in U.S. dollars.

154 8. **LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor the Brokerage Firm, except as set forth in
155 § 7, shall accept compensation from any other person or entity in connection with the Premises without the written consent of
156 Landlord. Additionally, neither Broker nor Brokerage Firm shall assess or receive mark-ups or other compensation for services
157 performed by any third party or affiliated business entity unless Landlord signs a separate written consent.

158 9. **OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICES AND MARKETING.** Landlord has been
159 advised by Broker of the advantages and disadvantages of various marketing methods, including advertising and the use of
160 multiple listing services (MLS) and various methods of making the Premises accessible by other brokerage firms (e.g., using lock

boxes, by-appointment-only showings, etc.), and whether some methods may limit the ability of another broker to show the Premises. After having been so advised, Landlord has chosen the following (check all that apply):

9.1. MLS/Information Exchange.

9.1.1. The Premises Shall Shall Not be submitted to one or more MLS and Shall Shall Not be submitted to one or more property information exchanges. If submitted, Landlord authorizes Broker to provide timely notice of any status change to such MLS and information exchanges. Upon consummation of a transaction, Landlord authorizes Broker to provide lease information to such MLS and information exchanges.

9.1.2. Landlord authorizes the use of electronic and all other marketing methods except: _____.

9.1.3. Landlord further authorizes use of the data by MLS and property information exchanges, if any.

9.1.4. The Premises Address Shall Shall Not be displayed on the Internet.

9.1.5. The Premises Listing Shall Shall Not be displayed on the Internet.

9.2. Property Access. Access to the Premises may be by:

Lock Box

Other instructions: _____

9.3. Broker Marketing. The following specific marketing tasks shall be performed by Broker:

9.4. Brokerage Services. The Broker shall provide brokerage services to Landlord.

10. LANDLORD'S OBLIGATIONS TO BROKER; DISCLOSURES AND CONSENT.

10.1. Negotiations and Communication. Landlord agrees to conduct all negotiations for the Lease of the Premises only through Broker, and to refer to Broker all communications received in any form from real estate brokers, prospective tenants, buyers, or any other source during the Listing Period of this Landlord Listing Contract.

10.2. Advertising. Landlord agrees that any advertising of the Premises by Landlord (e.g., Internet, print and signage) shall first be approved by Broker.

10.3. No Existing Listing Agreement. Landlord represents that Landlord Is Is Not currently a party to any listing agreement with any other broker to Lease the Premises.

10.4. Ownership of Materials and Consent. Landlord represents that all materials (including all photographs, renderings, images or other creative items) supplied to Broker by or on behalf of Landlord are owned by Landlord, except as Landlord has disclosed in writing to Broker. Landlord is authorized to and grants to Broker, Brokerage Firm and any MLS (that Broker submits the Premises to) a nonexclusive irrevocable, royalty-free license to use such material for marketing of the Premises, reporting as required and the publishing, display and reproduction of such material, compilation and data. This license shall survive the termination of this Landlord Listing Contract.

10.5. Required Information to County Assessor. Landlord consents that Broker may supply certain information to the county assessor if the Premises is residential and is furnished.

11. RENTAL RATE AND TERMS. The following Rental Rate and Terms are acceptable to Landlord:

11.1. Rental Rate. U.S. \$ _____

11.2. Minimum Amount of Security Deposit. U.S. \$ _____.

11.3. Other Terms.

12. DEPOSITS. Brokerage Firm is authorized to accept security deposits received by Broker pursuant to a proposed Lease. Brokerage Firm is authorized to deliver the security deposit to the Premises manager, if any, upon the execution of the Lease.

13. INCLUSIONS AND EXCLUSIONS.

13.1. Inclusions.

13.1.1. The Lease includes the following items (Inclusions):

The Inclusions shall be leased by Landlord to tenant, all in their present condition.

13.1.2. **Parking and Storage Facilities.** The following parking facilities: _____, and the following storage facilities: _____.

13.2. **Exclusions.** The following are excluded (Exclusions):

215 **14. TITLE AND ENCUMBRANCES.** Landlord represents to Broker that Landlord has the right and authority to enter into a
216 Lease of the Premises. Landlord shall deliver to Broker true copies of all relevant title materials, loan documents, leases and
217 surveys in Landlord's possession and shall disclose to Broker all easements, liens and other encumbrances, if any, on the Premises,
218 of which Landlord has knowledge. Brokerage Firm may terminate this Landlord Listing Contract upon written notice to Landlord
219 that title is not satisfactory to Brokerage Firm.

220 **15. POSSESSION.** Possession of the Premises shall be delivered to tenant as follows: _____.

221 **16. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.**

222 **16.1. Broker's Obligations.** Colorado law requires a broker to disclose to any prospective tenant all adverse material facts
223 actually known by such broker including but not limited to adverse material facts pertaining to the title to the Premises and the
224 physical condition of the Premises, any material defects in the Premises, and any environmental hazards affecting the Premises
225 which are required by law to be disclosed. These types of disclosures may include such matters as structural defects, soil conditions,
226 violations of health, zoning or building laws, and nonconforming uses and zoning variances. Landlord agrees that any tenant may
227 have the Premises and Inclusions inspected and authorizes Broker to disclose any facts actually known by Broker about the Premises.

228 **16.2. Landlord's Obligations.**

229 **16.2.1. Landlord's Premises Disclosure Form.** A landlord is not required by law to provide any particular disclosure
230 form. However, disclosure of known material latent (not obvious) defects is required by law. Landlord Agrees Does Not
231 Agree to provide a written disclosure of adverse matters regarding the Premises completed to Landlord's current, actual knowledge.

232 **16.2.2. Lead-Based Paint.** Unless exempt, if the improvements on the Premises include one or more residential
233 dwellings for which a building permit was issued prior to January 1, 1978, a completed Lead-Based Paint Disclosure (Rental) form
234 must be signed by Landlord and the real estate licensees, and given to any potential tenant in a timely manner.

235 **16.2.3. Carbon Monoxide Alarms.** Note: If the improvements on the Premises have a fuel-fired heater or appliance, a
236 fireplace, or an attached garage and one or more rooms lawfully used for sleeping purposes (Bedroom), Landlord understands that
237 Colorado law requires that Landlord assure the Premises has an operational carbon monoxide alarm installed within fifteen feet of the
238 entrance to each Bedroom or in a location as required by the applicable building code, prior to offering the Premises for lease or sale.

239 **16.3. Right of Broker to Terminate.** Although Broker has no obligation to investigate or inspect the Premises, and no duty
240 to verify statements made, Broker shall have the right to terminate this Landlord Listing Contract if the physical condition of the
241 Premises, Inclusions, any proposed or existing transportation project, road, street or highway, or any other activity, odor or noise
242 (whether on or off the Premises) and its effect or expected effect on the Premises, or if any facts or suspicions regarding
243 circumstances that could psychologically impact or stigmatize the Premises are unsatisfactory to Broker.

244 **17. COST OF SERVICES AND REIMBURSEMENT.** Unless otherwise agreed upon in writing, Brokerage Firm shall bear all
245 expenses incurred by Brokerage Firm, if any, to market the Premises and to compensate cooperating brokerage firms, if any.
246 Neither Broker nor Brokerage Firm shall obtain or order any other products or services unless Landlord agrees in writing to pay
247 for them promptly when due (examples: space planning, surveys, radon tests, title reports, engineering studies). Unless otherwise
248 agreed, neither Broker nor Brokerage Firm shall be obligated to advance funds for the benefit of Landlord in order to complete a
249 transaction. Landlord shall reimburse Brokerage Firm for payments made by Brokerage Firm for such products or services
250 authorized by Landlord.

251 **18. MAINTENANCE OF THE PREMISES.** Neither Broker nor Brokerage Firm shall be responsible for maintenance of the
252 Premises nor shall they be liable for damage of any kind occurring to the Premises, unless such damage shall be caused by their
253 negligence or intentional misconduct.

254 **19. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective tenant because of the
255 race, creed, color, sex, sexual orientation, marital status, familial status, physical or mental disability, handicap, religion, national
256 origin or ancestry of such person.

257 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Landlord acknowledges that
258 Broker has advised that this document has important legal consequences and has recommended consultation with legal and tax or
259 other counsel before signing this Landlord Listing Contract.

260 **21. MEDIATION.** If a dispute arises relating to this Landlord Listing Contract, prior to or after possession of the Premises, and
261 is not resolved, the parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the
262 parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose
263 binding decisions. The parties to the dispute must agree, in writing, before any settlement is binding. The parties will jointly
264 appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall
265 terminate in the event the entire dispute is not resolved within 30 calendar days of the date written notice requesting mediation is
266 delivered by one party to the other at the party's last known address.

267 22. **ATTORNEY FEES.** In the event of any arbitration or litigation relating to this Landlord Listing Contract, the arbitrator or
268 court shall award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.

269 23. **ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
270 Commission.)
271
272

273 24. **ATTACHMENTS.** The following are a part of this Landlord Listing Contract:
274
275

276 25. **NO OTHER PARTY OR INTENDED BENEFICIARIES.** Nothing in this Landlord Listing Contract shall be deemed to
277 inure to the benefit of any person other than Landlord, Broker and Brokerage Firm.

278 26. **NOTICE, DELIVERY AND CHOICE OF LAW.**

279 26.1. **Physical Delivery.** All notices must be in writing, except as provided in § 26.2. Any document, including a signed
280 document or notice, delivered to the other party to this Landlord Listing Contract, is effective upon physical receipt. Delivery to
281 Landlord shall be effective when physically received by Landlord, any signator on behalf of Landlord, any named individual of
282 Landlord or representative of Landlord.

283 26.2. **Electronic Delivery.** As an alternative to physical delivery, any document, including a signed document or written notice,
284 may be delivered in electronic form only by the following indicated methods: Facsimile Email Internet No
285 **Electronic Delivery.** Documents with original signatures shall be provided upon request of any party.

286 26.3. **Choice of Law.** This Landlord Listing Contract and all disputes arising hereunder shall be governed by and construed
287 in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this
288 state for property located in Colorado.

289 27. **MODIFICATION OF THIS LANDLORD LISTING CONTRACT.** No subsequent modification of any of the terms of this
290 Landlord Listing Contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

291 28. **COUNTERPARTS.** If more than one person is named as a Landlord herein, this Landlord Listing Contract may be executed
292 by each Landlord, separately, and when so executed, such copies taken together with one executed by Broker on behalf of
293 Brokerage Firm shall be deemed to be a full and complete contract between the parties.

294 29. **ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties, and any prior agreements,
295 whether oral or written, have been merged and integrated into this Landlord Listing Contract.

296 30. **COPY OF CONTRACT.** Landlord acknowledges receipt of a copy of this contract signed by Broker, including all attachments.
297 Brokerage Firm authorizes Broker to execute this Landlord Listing Contract on behalf of Brokerage Firm.

Landlord's Name: _____ Broker's Name: _____

Landlord's Signature _____ Date _____ Broker's Signature _____ Date _____

Address: _____ Address: _____

Phone No.: _____ Phone No.: _____

Fax No: _____ Fax No: _____

Electronic Address: _____ Electronic Address: _____

Brokerage Firm's
Name: The Littleton Real Estate Company
Address: 1501 W. Campus Drive, #M
Littleton, CO 80120
Phone No.: 303-730-8170
Fax No.: 303-730-0021

Electronic Address: info@ireco.com

1 The printed portions of this form have been approved, except differentiated additions, by the Colorado Real Estate Commission.
2 (BDA55-5-09) (Mandatory 7-09)

3
4 THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX
5 OR OTHER COUNSEL BEFORE SIGNING.

6
7 DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE LANDLORD AGENCY, TENANT
8 AGENCY, BUYER AGENCY, SELLER AGENCY OR TRANSACTION-BROKERAGE.
9

10
11 **BROKERAGE DUTIES ADDENDUM**
12 **TO PROPERTY MANAGEMENT AGREEMENT**
13 **(Leasing Activities)**

14 **LANDLORD AGENCY** **TRANSACTION-BROKERAGE**

15
16 This Brokerage Duties Addendum (Addendum) is made a part of the agreement for the management and leasing of the Property known
17 as _____ (Property),
18 which is dated _____, between Brokerage Firm and Landlord (Agreement). This Addendum supplements
19 the Agreement.
20

21 **1. BROKER AND BROKERAGE FIRM.**

22 **1.1. Multiple-Person Firm.** If this box is checked, the individual designated by Brokerage Firm to perform leasing services
23 for Landlord is called Broker. If more than one individual is so designated, then references in this Addendum to Broker shall include all
24 persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend
25 to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

26 **1.2. One-Person Firm.** If this box is checked, Broker is a real estate brokerage firm with only one licensed natural person.
27 References to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall perform leasing services for
28 Landlord.
29

30 **2. DEFINED TERMS.**

31 **2.1. Landlord:** _____

32 **2.2. Brokerage Firm:** The Littleton Real Estate Company

33 **2.3. Broker:** Mary Hassing

34 shall act for or assist Landlord when performing leasing activities in the capacity as shown by the box checked at the top of this page 1.
35

36 **3. BROKERAGE RELATIONSHIP.**

37 **3.1.** If the Landlord Agency box at the top of page 1 is checked, Broker shall represent Landlord as a limited agent
38 (Landlord's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker shall act as a Transaction-Broker.

39 **3.2. In-Company Transaction – Different Brokers.** When Landlord and tenant in a transaction are working with different
40 brokers, those brokers continue to conduct themselves consistent with the brokerage relationships they have established. Landlord
41 acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a tenant.

42 **3.3. In-Company Transaction – One Broker.** If Landlord and tenant are both working with the same broker, the parties
43 agree the following applies:

44 **3.3.1. Landlord's Agent.** If the Landlord Agency box at the top of page 1 is checked, the parties agree the following
45 applies:

46 **3.3.1.1. Landlord Agency Only.** Unless the box in § 3.3.1.2 (Landlord Agency Unless Brokerage
47 Relationship with Both) is checked, Broker shall represent Landlord as Landlord's Agent and shall treat the tenant as a customer. A
48 customer is a party to a transaction with whom Broker has no brokerage relationship. Broker shall disclose to such customer Broker's
49 relationship with Landlord.

50 **3.3.1.2. Landlord Agency Unless Brokerage Relationship with Both.** If this box is checked, Broker shall
51 represent Landlord as Landlord's Agent and shall treat the tenant as a customer, unless Broker currently has or enters into an agency or
52 Transaction-Brokerage relationship with the tenant, in which case Broker shall act as a Transaction-Broker.

53 **3.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither
54 box is checked, Broker shall work with Landlord as a Transaction-Broker. A Transaction-Broker shall perform the duties described in §
55 4 and facilitate lease transactions without being an advocate or agent for either party. If Landlord and tenant are working with the same
56 broker, Broker shall continue to function as a Transaction-Broker.
57

58 **4. BROKERAGE DUTIES.** Brokerage Firm, acting through Broker, as either a Transaction-Broker or a Landlord's Agent, shall
59 perform the following Uniform Duties when working with Landlord:

60 **4.1. Broker will exercise reasonable skill and care for Landlord, including, but not limited to the following:**

61 **4.1.1. Performing the terms of any written or oral agreement with Landlord;**

62 **4.1.2. Presenting all offers to and from Landlord in a timely manner regardless of whether the Property is subject to a
63 lease or letter of intent to lease;**

64 **4.1.3. Disclosing to Landlord adverse material facts actually known by Broker;**

65 **4.1.4. Advising Landlord regarding the transaction and advising Landlord to obtain expert advice as to material**

66 matters about which Broker knows but the specifics of which are beyond the expertise of Broker;
67 4.1.5. Accounting in a timely manner for all money and property received; and
68 4.1.6. Keeping Landlord fully informed regarding the transaction.
69 4.2. Broker shall not disclose the following information without the informed consent of Landlord:
70 4.2.1. That Landlord is willing to accept less than the asking lease rate for the Property;
71 4.2.2. What Landlord's motivating factors are to lease the Property;
72 4.2.3. That Landlord will agree to lease terms other than those offered;
73 4.2.4. Any material information about Landlord unless disclosure is required by law or failure to disclose such
74 information would constitute fraud or dishonest dealing; or
75 4.2.5. Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Property.
76 4.3. Landlord consents to Broker's disclosure of Landlord's confidential information to the supervising broker or designee for
77 the purpose of proper supervision, provided such supervising broker or designee shall not further disclose such information without
78 consent of Landlord, or use such information to the detriment of Landlord.
79 4.4. Brokerage Firm may have agreements with other landlords to market and lease their property. Broker may show
80 alternative properties not owned by Landlord to other prospective tenants and list competing properties for lease.
81 4.5. If all or a portion of the Property is subject to a lease, or letter of intent to Lease, obtained by Broker, Broker shall not be
82 obligated to seek additional offers to lease such portion of the Property.
83 4.6. Broker has no duty to conduct an independent inspection of the Property for the benefit of tenant and has no duty to
84 independently verify the accuracy or completeness of statements made by Landlord or independent inspectors.
85 4.7. Landlord understands that Landlord shall not be liable for Broker's acts or omissions that have not been approved,
86 directed, or ratified by Landlord.
87

88 **5. ADDITIONAL DUTIES OF LANDLORD'S AGENT.** If the Landlord Agency box is checked, Broker is Landlord's Agent,
89 with the following additional duties:

- 90 5.1. Promoting the interests of Landlord with the utmost good faith, loyalty and fidelity.
91 5.2. Seeking rental rates and terms that are acceptable to Landlord.
92 5.3. Counseling Landlord as to any material benefits or risks of a transaction that are actually known to Broker.
93

94 **6. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.**

95 6.1. **Broker's Obligations.** Colorado law requires a broker to disclose to any prospective tenant all adverse material facts
96 actually known by such broker including but not limited to adverse material facts pertaining to the title to the Property, the physical
97 condition of the Property, any material defects in the Property, and any environmental hazards affecting the Property required by law to
98 be disclosed. These types of disclosures may include such matters as structural defects, soil conditions, violations of health, zoning or
99 building laws, and nonconforming uses and zoning variances. Landlord agrees that any tenant may have the Property and Inclusions
100 inspected and authorizes Broker to disclose any facts actually known by Broker about the Property. Broker shall not be obligated to
101 conduct an independent investigation of the tenant's financial condition except as otherwise provided in the Agreement.

102 6.1.1. **Required Information to County Assessor.** Landlord consents that Broker may supply certain information to
103 the county assessor if the Property is residential and is furnished.

104 6.2. **Landlord's Obligations.**

105 6.2.1. **Landlord's Property Disclosure Form.** A landlord is not required by law to provide any particular disclosure
106 form. However, disclosure of known material latent (not obvious) defects is required by law. Landlord Agrees Does Not Agree
107 to provide a written disclosure of adverse matters regarding the Property completed to the best of Landlord's current, actual knowledge.

108 6.2.2. **Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or more residential
109 dwellings for which a building permit was issued prior to January 1, 1978, a completed Lead-Based Paint Disclosure (Rental) form must
110 be signed by Landlord and the real estate licensees, and given to any potential tenant in a timely manner.

111 6.2.3. **Carbon Monoxide Alarms.** Landlord acknowledges that, unless exempt, if the Premises includes one or more
112 rooms lawfully used for sleeping purposes (Bedroom), an operational carbon monoxide alarm must be installed within fifteen feet of the
113 entrance to each Bedroom or in a location as required by the applicable building code, prior to offering the Property for sale or lease.
114

115 **7. ADDITIONAL AMENDMENTS:**

116
117
118
119 Date: _____ Date: _____
120

121
122
123 _____
124 Landlord Landlord
125

126 Date: _____
127 _____
128 Broker

129 Brokerage Firm's Name: The Littleton Real Estate Company.
130

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.