



Thank you for your interest in our Rent Only Program! You will find enclosed a leasing package for the Littleton Real Estate Company. LREC is one of the south metro's most successful residential management companies. We believe, after review of the enclosed information you will select LREC as your property management firm. Please call us at 303-730-8170 to schedule an appointment to view your home and finalize rental rates one (1) month prior to moving.

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.

Our Rent Only Program is designed to find you a qualified tenant in the least amount of time. The enclosed agreement is designed to authorize us to market your property, qualify applicants, and execute a Rental Agreement. Our fee of ½ (half) of one month's rental rate is due prior to the signing of a Rental Agreement.

Once we begin working with your account, you will have an opportunity to meet our staff. Once a contract is signed a staff member of our staff will contact you to preview the property and place signs and lockboxes. We will also keep you informed regarding marketing and showings weekly.

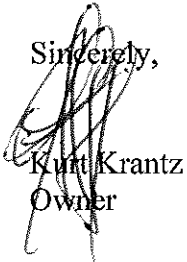
Rental rates that may have been suggested will be finalized as we preview your property and compare the property to others in the area. We will advise you on any necessary adjustments to effectively market the property.

Please look over the enclosed contract, call if you have any questions, or fill in the necessary information and return to our office. You will need to include phone numbers and contact information for current tenants if we are showing while the unit is still occupied. We will give any tenant a 24 hour notice prior to any showings. To open your account, please include \$500.00 for advertising in the Denver Newspaper and Rentals.com. Any money not spent on advertising will be reimbursed to the unit owner at the termination of the contract, or upon renting the unit.

In preparing this package, we have attempted to let you know who we are and how we can put our company to work for your benefit. 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 arrangement, 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 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 MARKETING PROGRAM FOR YOUR PROPERTIES**

- ❖ Professional Opinion of rental rate based on current rents, size, area, amenities and condition of the property.
- ❖ Suggestions for visual appeal to market the property.
- ❖ Necessary maintenance will be brought to the immediate attention of the owner.
- ❖ Professional ads written to catch the attention of potential tenants.
- ❖ Leasing agents available to answer questions and show property 7 days a week.
- ❖ Advertising in numerous venues such as newspapers, signs, internet, chamber lists, and general flyers.
- ❖ Documented minimum qualifying criteria on every application
- ❖ Final approval on pets, smokers, length of lease is obtained from you.

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.



## RENT ONLY PROGRAM AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
between \_\_\_\_\_,  
hereinafter referred to as "Client" and The Littleton Real Estate Company, for the  
purpose of renting the premises located at \_\_\_\_\_.

### SERVICES RENDERED

**ESTABLISHMENT OF FAIR MARKET RENT** – The Littleton Real Estate Company will recommend to Client its evaluation of the fair market rental value of the property. The determination of the rental rate shall be the decision of the Client.

**ADVERTISEMENT** – The Littleton Real Estate Company will advertise the property, at discount related on behalf of the Client, in the manner which we believe is best suited to answer the Client's needs. This may include generic or specific announcements in: regional or local newspapers, internet services, flyers, renters referrals services, and signage. Advertisement is not to exceed \$250.00 per month without additional approval of the Client.

**TENANT SCREENING SERVICES** – The Littleton Real Estate Company screens tenants to determine employment and income of three times the rental rate, two years of positive rental history with no history of evictions, no felonies or and charges related to property, and 70% positive credit. We make every attempt to verify the information that has been presented to us by a perspective tenant. The interpretation of, or decision to rely on such information shall be the sole responsibility of the Client. The Littleton Real Estate Company does not guarantee the quality or ability of a tenant to perform in a contract to rent.

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.

**VACANCY SHOWINGS** – The Littleton Real Estate Company, licensee, employee or other agent will be on the premises during all showings to preserve the property and answer questions asked by the prospective tenants. During showings we check the level of the heat/cooling systems, and look for plumbing, electrical, or security items that may need to be addressed.

**NEGOTIATION OF RENTAL/LEASE AGREEMENT** – The Littleton Real Estate Company will negotiate a Rental/Lease Agreement with the Tenants selected by the Client. The Littleton Real Estate Company will collect from Tenant, and submit to Clients the proceeds of the transaction, less applicable fees as agreed. Client will be solely responsible for the accounting and return of the Security Deposit at the termination of the Rental/Lease Agreement.

**CONSIDERATION** – Client agrees to consideration for services rendered defined in the contract to pay The Littleton Real Estate Company the sum of ½ the monthly rental rate which is due upon submission of a qualified tenant for the property and payable at the time of execution of a Rental/Lease Agreement. The Agent shall be compensated at \$40.00 per hour for additional services required by the Client (i.e. Unit inventories in preparation of sales contracts, market analysis computation, appointments with appraisers, financiers, tenant move in, etc.). If Client decides to terminate the agreement, they will pay a



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](mailto:info@LRECO.com)  
 Website: [www.LRECO.com](http://www.LRECO.com)

\_\_\_\_\_  
 By: It's Duly Authorized Agent



MARKETING PLAN

Suggested Rental Rate: \_\_\_\_\_

Anticipated Market Time: \_\_\_\_\_

Total monthly cost for marketing your property as specified including:

Denver News Paper Agency	\$ _____
Community Newspaper	\$ _____
Craigslist	\$FREE
Rentals.com	\$ _____
LREC Website	\$ FREE
<b>TOTAL</b>	\$ _____

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

Owner agrees to promptly provide Agent with sufficient funds to cover all newspaper 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		

## 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 Landlords 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

Code: \_\_\_\_\_

Property Address: \_\_\_\_\_ County: \_\_\_\_\_

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

Directions: \_\_\_\_\_

Management Information: General Information/Property Description												
YOC	LBP Reqd		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 sq 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:				
2 <sup>nd</sup> Lvl	Beds		Baths		Fam Rm	Den	Office	Kitchen	Other			
Location	Fireplace G/W:					Ceiling Fans		Skylights				
3 <sup>rd</sup> Lvl	Beds		Baths		Fam Rm	Den	Office	Kitchen	Other			
Location:	Fireplace G/W:					Ceiling Fans:		Skylights:				
Laundry	Washer	Dryer	Stack	Hookups	On-site	Mailbox #						
Air Condition	Window	Central	Attic	Swamp	N/A	# of mailbox keys:						
Flooring	Carpet	Tile	Hardwoods	Color:			Patio	Balcony	Covered			
Pk Spaces	Garage	Carport	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 Heat				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							

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) \_\_\_\_\_% of the gross rent under the Lease, or (2) \_\_\_\_\_,  
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

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

163 9.1. **MLS/Information Exchange.**  
164 9.1.1. The Premises  Shall  Shall Not be submitted to one or more MLS and  Shall  Shall Not be  
165 submitted to one or more property information exchanges. If submitted, Landlord authorizes Broker to provide timely notice of  
166 any status change to such MLS and information exchanges. Upon consummation of a transaction, Landlord authorizes Broker to  
167 provide lease information to such MLS and information exchanges.

168 9.1.2. Landlord authorizes the use of electronic and all other marketing methods except: \_\_\_\_\_

169 9.1.3. Landlord further authorizes use of the data by MLS and property information exchanges, if any.

170 9.1.4. The Premises Address  Shall  Shall Not be displayed on the Internet.

171 9.1.5. The Premises Listing  Shall  Shall Not be displayed on the Internet.

172 9.2. **Property Access.** Access to the Premises may be by:

173  Lock Box

174  \_\_\_\_\_

175 Other instructions: \_\_\_\_\_

176 9.3. **Broker Marketing.** The following specific marketing tasks shall be performed by Broker:

177

178

179 9.4. **Brokerage Services.** The Broker shall provide brokerage services to Landlord.

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

181 10.1. **Negotiations and Communication.** Landlord agrees to conduct all negotiations for the Lease of the Premises only  
182 through Broker, and to refer to Broker all communications received in any form from real estate brokers, prospective tenants,  
183 buyers, or any other source during the Listing Period of this Landlord Listing Contract.

184 10.2. **Advertising.** Landlord agrees that any advertising of the Premises by Landlord (e.g., Internet, print and signage) shall  
185 first be approved by Broker.

186 10.3. **No Existing Listing Agreement.** Landlord represents that Landlord  Is  Is Not currently a party to any listing  
187 agreement with any other broker to Lease the Premises.

188 10.4. **Ownership of Materials and Consent.** Landlord represents that all materials (including all photographs, renderings,  
189 images or other creative items) supplied to Broker by or on behalf of Landlord are owned by Landlord, except as Landlord has  
190 disclosed in writing to Broker. Landlord is authorized to and grants to Broker, Brokerage Firm and any MLS (that Broker submits  
191 the Premises to) a nonexclusive irrevocable, royalty-free license to use such material for marketing of the Premises, reporting as  
192 required and the publishing, display and reproduction of such material, compilation and data. This license shall survive the  
193 termination of this Landlord Listing Contract.

194 10.5. **Required Information to County Assessor.** Landlord consents that Broker may supply certain information to the  
195 county assessor if the Premises is residential and is furnished.

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

197 11.1. **Rental Rate.** U.S. \$ \_\_\_\_\_

198 11.2. **Minimum Amount of Security Deposit.** U.S. \$ \_\_\_\_\_

199 11.3. **Other Terms.**

200

201

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

204 **13. INCLUSIONS AND EXCLUSIONS.**

205 13.1. **Inclusions.**

206 13.1.1. The Lease includes the following items (Inclusions):

207

208

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

210 13.1.2. **Parking and Storage Facilities.** The following parking facilities: \_\_\_\_\_, and the  
211 following storage facilities: \_\_\_\_\_

212 13.2. **Exclusions.** The following are excluded (Exclusions):

213

214

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

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

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

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

## BROKERAGE DUTIES ADDENDUM TO PROPERTY MANAGEMENT AGREEMENT (Leasing Activities)

LANDLORD AGENCY     TRANSACTION-BROKERAGE

This Brokerage Duties Addendum (Addendum) is made a part of the agreement for the management and leasing of the Property known as \_\_\_\_\_ (Property), which is dated \_\_\_\_\_, between Brokerage Firm and Landlord (Agreement). This Addendum supplements the Agreement.

### 1. BROKER AND BROKERAGE FIRM.

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

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

### 2. DEFINED TERMS.

2.1. Landlord: \_\_\_\_\_

2.2. Brokerage Firm: The Littleton Real Estate Company

2.3. Broker: Mary Hassing

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.

### 3. BROKERAGE RELATIONSHIP.

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

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

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

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

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

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

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

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

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

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

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

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

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 Landlord \_\_\_\_\_ Landlord \_\_\_\_\_  
 124  
 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									

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. 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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶

### 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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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.