

Property Management Agreement



752 17th Ave., Ste 200
Longmont, Colorado 80501
Office (720) 449-4119
sam@longmontproperty.com

This agreement by and between Longmont Property Group, LLC, Samuel Curci, property Manager and hereinafter called (LPG) _____ hereinafter-called Owner(s). It is warranted that the Owners are the owners of record of the subject property and have full authority to enter into leases and to delegate the right to enter into leases of the subject property. This property, hereinafter called the premises, is described as: _____

In consideration of the aforementioned representation and the fees hereinafter agreed to be paid, LPG agrees to act as exclusive management agent with respect to said property and subject to and in accordance with the terms, conditions and provisions set forth, and render monthly statements for funds handled by LPG. LPG is authorized to lease the premises using the rental contract attached as Exhibit "A".

A. MANAGEMENT FEES:

1. The property owner shall deposit/or LPG shall withhold from the owner's initial disbursement with the management firm an initial operating fund in the amount of **Three hundred (\$300) dollars**, which shall be deposited in the owner's account, as a reserve fund to pay for bills incurred against the property which may include, but is not limited to expenses for electricity, gas, water, credit reports, repair work, cleaning or other miscellaneous items.

2. A lease renewal fee of **N/A** will be charged only on leases, which are renewed after the first year of occupancy. This fee is not charged on initial leases. Only on one year lease renewals thereby deferring potential turn-over expenses.

3. A placement fee of **\$250** will be charged on any new or existing rental property to help cover the cost of marketing, walk-throughs, meeting prospective tenants, estimating work needed done, processing leases, credit and back round checks, and scheduling maintenance during vacancies.

4. The management fee for each single-family, town house, or condo residence shall be **Ten Percent (10%)** of the scheduled rent, payable upon collection of the rental payment. **No management fee** will be charged for a unit during vacancies between tenants.

5. In the event that during the leasing period LPG, sells or exchanges said property with consent of Owner, contracts to sell or exchange to a prospective lessee or current lessee, and whose names have been disclosed to the owner by the broker, the owner agrees to pay the broker a three percent (3%) commission.

B. DISBURSEMENTS:

No money shall be advanced on the behalf of the owner from the Agent's personal funds. In addition to the fees set out above, the Agent shall pay, out of the Owner's funds on hand, the following items as they accrue and in as hereinafter set out such management fees, utility bills, including gas, electricity and water, and/or charges to maintain the property, and cleaning charges as shall accrue or be necessary to preserve the property during periods of vacancy or occupancy, or to put the property in rentable condition after the same is vacated by the tenant or expenses to regain possession and/or attempt to collect delinquent rent subject to the provisions hereinafter set forth.

Proceeds to owner shall be sent to by ACH Electronic Bank Transfer:

Bank Name _____ Bank Branch _____

Acct # _____ Routing # _____ or a pre-printed deposit slip.

. AUTHORIZATION TO RENT:

The Owner's hereby authorize LPG to rent the premises at a monthly rent of \$_____ by unit. In the event the Agent is unable to rent the premises at the above rental amount, LPG is hereby authorized to lower or increase said rent to the local market price per month. LPG agrees to collect a minimum of one month's rent for security deposit and/or damage deposit from the tenant occupant. LPG is hereby authorized to accept a partial payment of the security with the balance to follow in accordance with an agreement entered into with the tenant, if, at the discretion of LPG, said payment plan seems advisable.

D. GRANT OF POWER:

Subject to the limitations set out heretofore, the Owner grants the Agent full power and authority to perform the following acts on the Owner's behalf and at the Owner's expense:

1. Lease the real property described heretofore, or any part hereof, in its own name as Agent for the Owner and to enter into such contracts as Agent for the Owner.
2. To collect and receive all rents arising as a result of LPG's management of the premises and to credit said rents to the Owner's operating account.
3. To use such means as are ordinary and customary in collection or attempting to collect any delinquent rents or in regaining possession of the premises from any tenant whose rent payments are delinquent or who violates any other term of the tenancy under which he holds.
4. To make or cause to be made to the premises repairs, replacements and improvements. Prior approval of Owner is required for all matters involving costs in excess of \$300.00 except for monthly or recurring operating expenses and emergency repairs.
5. To make contracts for electricity, gas, water, trash removal and other such services, as Agent may deem necessary, in furtherance or its duties hereunder. LPG may contract for any such services under the Owner's name as its Agent.
6. Advertise the availability for rental of the premises and to display signs thereon. LPG shall be reimbursed for expenses incurred in advertising said property if using printed advertising or other media.

7. LPG is instructed and authorized to pay from the Owner's funds the items checked below:

- | | | |
|--|--|--|
| <input type="checkbox"/> Homeowner Association | <input type="checkbox"/> Fees/Property Taxes | <input type="checkbox"/> Insurance Payments |
| <input type="checkbox"/> Utility Bills/Trash | <input checked="" type="checkbox"/> Interim Utilities Only | <input type="checkbox"/> Special Assessments |

E. COLLECTION OF RENT:

1. LPG shall use such means as are ordinary and customary to collect or attempt to collect any rent from any tenant of the premises, however, LPG shall not be held monetarily responsible for its inability to collect rents. In the event legal action is necessary to obtain judgment for possession of the premises or to obtain judgment for delinquent rent, LPG is authorized at its discretion to employ attorneys to sue in its own name or the name of the Owner and to expend the sum of Three Hundred Dollars (\$300.00) from the Owner's account for such purposes without prior permission of the Owner. **THE AGENT SHALL NOT BE HELD RESPONSIBLE FOR ANY EXPENSES INCURRED FOR LEGAL ACTION INVOLVED IN THE COLLECTION OF RENTS AND/OR THE EVICTION OF ANY TENANT AND/OR ANY DAMAGES INCURRED TO THE PROPERTY.** All such expenses shall be paid by the Owner in the event Agent is unable to collect the rent or legal fees from the tenant.

2. Except for Forcible Entry and Detainer actions, the Agent shall not be involved in litigation on behalf of the owner.LPG will, when requested by the Owner, instigate action, legal or otherwise, in the collection of rents which is beyond the discretion heretofore allowed LPG, provided such action is considered right and logical by LPG. If a late charge is collected from the tenant, it will be considered income to LPG because of additional effort and expense in collection of the delinquent rent.

F. DISCRETIONARY AUTHORITY:

The Owner expressly grants to the Agent full power and authority for clean-up costs which in Agent’s discretion it deems necessary or advisable to maintain or put the premises in a rentable condition, or to have the same repaired in the event of damage or destruction to the premises due to fire, windstorm, hail, flood, vandalism, tenant abuse or other causes resulting in damage to the premises. All management fees shall continue to be paid during any period required to complete the major repairs.

1. Whenever further damage to the premises could or would result from delay, the Agent is authorized to solicit bids for repair and select the most desirable bid (in the event the cost exceeds Three Hundred Dollars) and the have the work done without delay, provided, however, the Agent shall not be liable for any delay due to the unavailability material, difficulty in obtaining workers or other causes.

G. LIABILITY OF AGENT:

It is agreed that LPG shall use ordinary care in the selection of tenant and in any of its other acts performed pursuant to the Agreement. When any act is required by LPG it shall be done in the ordinary course of LPG’s business. Owner agrees to save LPG harmless from any legal actions which may rise in connection with the management of the premises and from any liability from injury suffered by any person entering or upon the premises, including but not limited to any resident manager or other employees.

1. The Owner agrees to provide, at the Owner’s cost, if any a liability insurance policy, which policy shall include LPG as an additional named insured so as to protect the Agent from any liability in the same and to the same extent as in protects the Owner of the premises. *The Owner must do this by contacting his/her current insurance company and have them list Longmont Property Group, LLC, as an Additionally Insured on the liability portion of their current Insurance Policy.*

Insurance Company: _____ **Agent** _____

Phone _____ **City/St** _____

1. LPG shall not be personally liable for any acts it may do or omit to do hereunder as Agent while acting in good faith under the exercise of its own best judgment. Any act done or omitted by pursuant to the advice of the Agent’s appointed attorney shall be conclusive evidence of such good faith.

2. Release of Liability: The Owner hereby expressly releases the Agent from any liability or responsibility for personal property of the Owner which is or may be stored or left in or on the Premises; all property of the Owner’s stored or left at the above described property shall be stored or left at the Owner’s risk.

3. ANY SUIT FROM OWNER TO AGENT SHALL BE SOLELY BASED ON THIS PROPERTY MANAGEMENT AGREEMENT. The Agent shall have the right at any time to consult with counsel upon any questions arising hereunder and shall incur no liability for delay reasonable required to obtain the advice of counsel. LPG is hereby expressly authorized to comply with and to obey all process, orders, judgments, or decrees of any court. Agent shall not be liable to any person, firms or corporation by reason of such compliance, notwithstanding any process, order judgment, or decree found to have been issued or entered without jurisdiction or being subsequently reversed, modified, annulled, set aside or vacated for any reason.

H. CAPITAL IMPROVEMENTS AND EXPENSES:

LPG may be paid an administrative fee when acting as a general contractor or works with a general contractor or an insurance casualty company in the event of a substantial loss or substantial renovation projects. The administrative fee, if any will be based on a case by case basis.

I. COMPLIANCE WITH HOUSING CODES:

LPG is hereby expressly authorized to comply with any laws, whether now in existence or hereinafter enacted whether federal, state or local, relating to fair housing, discrimination and/or health and welfare. LPG is expressly authorized to comply with the rule or order of any governmental agency insofar as such order in any manner affects the management of the premises or any duties of LPG.

J. ACCOUNTING FOR FUNDS:

LPG shall furnish the Owner at his last known address a monthly accounting statement showing the income and summary of expenditures with respect to the premises on or before the 15th day of each month. Copies of paid invoices for monthly expenditures shall be furnished to the Owner. A final accounting shall be furnished within thirty-days (30) of the termination of this agreement. No accounting information shall be given to any other party without written consent of the Owner.

K. SECURITY AND DAMAGE DEPOSIT:

Security Deposits held by LPG shall be deposited into an interest bearing escrow account. Any interest earned on this account shall become the property of LPG. All Security and Damage Deposits shall be returned to the tenant upon the tenant's vacation of the premises at the discretion of the Management Agent, and after LPG's determination of whether any sums are to be retained because of outstanding tenant accounts or damage to the property above and beyond ordinary wear and tear, taking into consideration the size of the tenant's family, ages of the children and other pertinent factors. Any sums of money retained from this security and damage deposit shall be credited to the Owner's expense of repairing any such damages. It shall be the responsibility of LPG to comply with the Colorado Statutes, Title 38, Article 12 CRS 1973 pertaining to the treatment of the tenant security and damage deposit. If the tenant security deposits are held by the property owner, the managing agent shall furnish the owner with a detailed description of all expenses to be charged to the tenant as well as information concerning accrued interest, if any, which may be due to tenant. **If a security deposit is held by the property owner, it is solely the responsibility of the owner to ensure that the deposit is refunded in accordance with existing Colorado Statutes.**

L. DISCLOSURE:

The Colorado Real Estate Commission requires that any income received by the Management Company or any employee of the management company from activities not specifically related to property management, must be disclosed to the property owners.

LPG Homes Services is a subsidiary of Longmont Property Group, LLC. that performs many of the maintenance duties required on residential properties. Services typically provided may include but are not limited to the following:

1. General Maintenance Services – Caulking, minor plumbing, landscaping, staining, cleaning, hauling, and minor appliance repair.

2, Locksmith Service – Our lease agreement states that all lock will be re-keyed to insure the safety and security of our tenants. This charge is automatically deducted from the security deposit, however, it is initially billed to our owners. All locks are master keyed and re-keyed by LPG Home Services and charged \$10 per lock for re-keying, per number of locks serviced, plus trip charge and \$2.00 per keys provided.

3. Emergency Services – Restarting furnace systems, minor plumbing, etc. After hour emergency maintenance problems which can be resolved without involving a plumber or heating technician and overtime charges.

4. Paint – We use Sherwin Williams Pro-mar 400 paint with a washable semi-gloss finish to match existing colors if possible and we purchase this paint at a contractor price using LPG Home Services, and pass the savings on to our owners.

5. Vendors who demand immediate payment – Occasionally a vendor will require immediate payment upon completion of work. If there are insufficient funds in our owner’s operating trust account, we may elect to pay the vendor via LPG Home Services, and re-bill our owners separately. This permits us to pay the bill when funds become available. LPG, does not charge any upcharge fee for this service.

M. ADDRESS OF OWNER:

The Owner expressly agrees, within twenty (20) days of moving to advise the Agent, in writing, of any change of address.

N. TERMINATION:

This Management Agreement may be terminated by either party after six months of management, upon thirty-day (30) written notice. If so terminated, the Owner shall retake possession of the premises subject to the rights of any tenant or tenants then occupying the premises. If terminated prior to introductory six month term Owner agrees to pay a “placement fee” equal to ½ (one half) of 1(one) month’s rent in addition to any management fees previously collected. Owner proceeds will be disbursed to a specifically named Colorado licensed broker/agent or to the Owner within thirty-days (30).

O. NON-DISCRIMINATION:

The owner and broker, by signing this agreement, agree that they will not discriminate against any prospective lessee, tenant or purchaser because of race, creed, sex, color, religion, handicap, familial status or National origin.

P. BINDING NATURE OF AGREEMENT:

This Agreement shall be binding upon the successors and assigns of the Agent and the heirs, administrators, executors, successors and assigns of the Owner.

Q. ANNUAL INSPECTIONS:

Management shall inspect all properties a minimum of once annually & shall change all furnace filters & smoke/CO2 alarm batteries during interim periods when vacant. Any inspections will be billed for these walk-through inspections, and any costs for parts or labor needed as a result of these inspections, shall be paid pursuant to this agreement. It shall be the resident’s responsibility to maintain functional smoke and carbon monoxide detectors and to alert management if there is a malfunction or problem. All residences with gas heat or gas appliances are required to have carbon monoxide detectors within 15 feet of each sleeping area per Colorado State Law. If the dwelling does not currently have detectors installed, owner agrees to install detectors, as required.

This Management Agreement becomes effective on this date: _____ and shall automatically renew for one-year increments, unless terminated or amended in writing by mutual agreement of either party.

Longmont Property Group, LLC

Broker / Samuel Curci Date: _____

Owner(s) _____ Date _____
Signature(s)

Owner(s) _____
Signature(s) Date

Phone _____ Cell #1 _____ Cell #2 _____

Address _____ City/St/Zip _____

E-Mail: _____ S.S# _____

NOTE: DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE SELLER AGENCY, SUBAGENCY, BUYER AGENCY, OR TRANSACTION-BROKER.

**TRANSACTION-BROKER DISCLOSURE
(OWNER)**

Longmont Property Group, LLC and its Brokers are working with you as a transaction broker. We will assist you in the management area with communication, advice, negotiations and contracting for tenants without being an agent or advocate for you or the tenant. You are not vicariously liable (legally responsible) for our actions and a Management Agreement with us is required.

As a transaction-broker we will:

- . Disclose to you any adverse material facts, which we actually know about the property.
- . Perform any oral or written agreement made with you.
- . Exercise reasonable skill and care.
- . Account to you promptly for all money or property we receive.
- . Assist you and the tenant without regard to race, creed, sex, religion, national origin, familial status, marital status or handicap.

As a transaction-broker we will not disclose the following information without your informed consent:

- . What the motivating factors are for you in leasing the property.
- . Any material information about you unless disclosure is required by law or if lack of disclosure would constitute dishonest dealing or fraud, except that we are required to disclose all adverse material facts pertaining to the property.

THIS IS NOT A CONTRACT.

We have been given a copy of this Transaction-Broker Disclosure on _____

OWNER (S) _____
(Sign) Date

(Sign) Date

Company: Longmont Property Group, LLC
752 17th Ave., Ste 200
Longmont, CO 80501
Phone: 303-938-1942 sam@longmontproperty.com

By: _____
Samuel Curci, Broker Date

The printed portions of this form have been approved by the Colorado Real Estate Commission (LP46-1-97)

LEAD BASED PAINT DISCLOSURE (RENTALS)

Attachment to Residential Lease or Rental Agreement for the Property known as:

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY

Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a penalty up to \$10,000 for each violation.

Disclosure for Target Housing Rentals and Leases Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure to Resident and Real Estate Licensee(s)

(a) Landlord acknowledges that Landlord has been informed of Landlord's obligations. Landlord is aware that Landlord must

retain a copy of this disclosure for not less than three years from the commencement of the leasing period.

(b) Presence of lead-based paint and/or lead -based paint hazards (check one box below):

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Landlord has knowledge of lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(c) Records and reports available to Landlord (check one box below):

Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Landlord has provided Resident with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Resident's Acknowledgment

(d) Resident has read the Lead Warning Statement above and understands its contents.

(e) Resident has received copies of all information, including any records and reports listed by Landlord above.

(f) Resident has received the pamphlet "Protect Your Family from Lead in Your Home."

Real Estate Licensee's Acknowledgment

Each real estate licensee signing below acknowledges receipt of the above Landlord's Disclosure, has informed Landlord of Landlord's obligations and is aware of licensee's responsibility to ensure compliance.

Certification of Accuracy

I certify that the statements I have made are accurate to the best of my knowledge.

Landlord Date

Resident Date

Real Estate Licensee Date

Resident Date

Property Description Form

Property Address: _____

Approx. Square Feet: _____ Year Built: _____ Type: SF Home ___ Condo ___ Town Home ___

of bedrooms: _____ # of Bathrooms: full ___ 3/4 ___ 1/2 ___ Study/Den _____

Basement? Yes ___ No ___ If yes: Sq.Ft.: _____ Finished? Yes ___ No ___

Eat in Kitchen? Yes ___ No ___ Stove? Elec ___ Gas ___ Dining Room? Yes ___ No ___

Microwave? Yes ___ No ___ Dishwasher? Yes ___ No ___ Wall Ovens _____

Washer / Dryer Included? Yes ___ No ___ W/D Hook-Up? Yes ___ No ___

Type of Heating? Gas Forced Air ___ Boiler ___ Electric ___ Other _____

Furnace Location _____ Filter Size _____ Water shut-off Location _____

Gas Shut-off Location _____ Sprinkler Shut-off _____

Central Air? Yes ___ No ___ Swamp Cooler? Yes ___ No ___ Other: _____

Ceiling Fan(s)? Yes ___ No ___ If so, where? _____

Fireplace? Yes ___ No ___ Wood ___ Gas ___ When flu last cleaned? _____

Garage? Yes ___ No ___ Attached? Yes ___ No ___ Number of Cars? ___ RV Parking ___

Fenced Yard? Yes ___ No ___ Deck ___ Patio ___ Sprinkler System? Yes ___ No ___

Pets OK? Yes ___ No ___ Dog ___ Cat ___ Both # Allowed _____ Size? _____

Utility Suppliers: Gas _____ Electric _____ Water _____

Sewer _____ Trash _____ Pick-up Day _____ Included in HOA _____

Mail Box Keys _____ Box # _____ Cluster _____ Location _____ Garage Pad Code _____

HOA Information: Homeowner's Association: _____

Mgt Company: _____ Phone # _____

HOA Website Address for Rules & Regulations: _____

HOA Fee: \$ _____ Month ___ Quarter ___ Annually ___ Other _____

Additional Info: _____