

Management Agreement

_	, herein known as "Owner" and Longmont Property Group, LLC, a blorado Limited Liability Company, herein known as "Broker" or "LPG", agrees as follows:	
	Appointment of Broker: The Owner hereby appoints, and grants Broker the exclusive right to rent,	
	lease operate and manage the property known as:	
	additional property that may later be added to this Agreement (collectively "Property"). This is in accordance with the terms listed in this agreement, for the period of twelve (12) months, beginning on	
2)	Continuation or Termination : At the end of this term, this agreement becomes a month-to-month agreement. Either Owner or Broker may terminate the month-to-month agreement by a written thirty-day notice of cancellation to either party.	
3)	3) Authorization to rent: The Owner's hereby authorize LPG to rent the premises at an initial mont rent of \$ by unit. In the event the Agent is unable to rent the premises at the aborental amount, LPG is hereby authorized to reduce or increase said rent to the local market preper month.	
4)	Broker Acceptance: Broker accepts the appointment and grant and agrees to:	
	a) Use due diligence in the performance of this Agreement.	
	b) Furnish the services of its organization for the rental, leasing, operating, and management of the Property.	
5)	Authority and Powers: Owner grants Broker the authority and power, at Owner's expense to:	
	a) Advertise: Display "for rent," "for lease," and similar signs on the Property; advertise the availability for rental or lease of the Property or any part of it.	
	b) Rental/Leasing: Initiate, sign, renew, or cancel rental agreements and leases for the Property or any part of it; collect and give receipts for rents, other charges, and security deposits. Any lease executed by Broker for Owner shall not exceed one year, except during off peak seasonal vacancies, that may require shorter or longer term leases.	
	c) Tenancy Termination: Sign and serve in Owner's name with Owner authorization, notices which are required or appropriate; commence and prosecute actions to evict tenants with Owner authorization; recover possession of the Property in Owner's name; recover rents and other sums due; and when expedient, settle, compromise, and release claims, actions and suits and/or reinstate tenancies.	
	d) Repair/Maintenance: LPG will make and/or supervise repairs, improvements, alterations, and decorations to the property; LPG will purchase and pay bills for services and supplies. Broker shall obtain prior approval of Owner on all expenditures over \$300.00 for any one item.	

- e) Prior approval shall not be required for monthly or recurring operating charges. In addition, if in Broker's opinion emergency expenditures over the maximum are needed to protect the Property, or other property from damage, prevent injury to persons, avoid suspension of necessary services, avoid penalties, fines, or suspension of services to tenants called for in a lease or rental agreement or by law. Broker will not advance Broker's own funds in connection with the Property or this Agreement.
- f) Security deposit: Owner allows the Broker to collect security deposits on behalf of the owner.
- 6) Contracts/Services: LPG will contract, hire, supervise, and/or discharge vendors and persons, including utilities, required for the operation and maintenance of the Property. Broker may perform any of Broker's duties through attorneys, agents, employees, and independent contractors, and shall not be responsible for their acts, omissions, defaults, negligence, and/or costs of same, except for persons working in Broker's firm.
- 7) **Expense Payments**: Pay expenses and costs for the Property from Owner's funds held by Broker, unless directed otherwise by Owner; including but not limited to property management fees and charges, expenses for goods and services, property and other taxes, Association dues, assessments, loan payments, and insurance premiums.
- 8) **Trust Funds**: Deposit all receipts collected for Owner, less any sums properly deducted or disbursed, in a financial institution whose deposits are insured by an agency of the United States government. The Broker holds all funds in a trust account separate from Broker's personal accounts. Broker shall not be liable in event of bankruptcy or failure of a financial institution.
- 9) **Tenant deposits**: Handle tenant security deposits as follows:
 - a) LPG will hold the security deposit in a trust account until it is required to account for and return them to tenants, as required by law, or, forward such deposits to Owner within 30 days of termination of account with owner.
 - b) Owner shall be responsible to Broker and tenants for the refund of all security deposits.
- 10) **Reserves**: Maintain monthly, as a reserve in the Broker's trust accounts, a minimum of \$300.00.
- 11) **Owner Statements**: Render one monthly statement on owners portal by the 15th of each month for each Property.
- 12) **Owner Distribution**: Remit funds monthly, to Owner, in accordance with Paragraph 13.
- 13) **Disbursements**: Disburse Owner's funds in the following order:
 - a) Fees, charges, and reimbursements due under this Agreement
 - b) All other operating expenses, costs, and disbursements payable from Owner's funds held by Broker
 - c) Reserves
 - d) Balance to Owner
- 14) Owner Responsibilities: Owner shall:
 - a) Provide all documentation and records required by Broker to manage and operate the Property.

- b) Indemnify and hold harmless Broker and all persons in Broker's firm, from all costs, expenses, suits, liabilities, damages, and claims of every type, including but not limited to those arising out of injury or death of any person(s), or damage to any real or personal property of any person(s). This includes the Owner, in any way relating to the management, rental, or operation of the Property by Broker or any person in Broker's firm, or the performance or exercise of any of the duties, powers, or authorities herein or hereafter granted to Broker, except to the extent due to the negligence of Broker or any person in Broker's firm.
- c) Agree to comply with all aspects of Fair Housing.

d)	Carry and pay for public and premises	liability, property damage, ar	id any other insurance
	adequate to protect the interests of O	wner and Broker and shall na	me both as insured parties. It
	is the Owner's responsibility to check s	state law and consult with his	or her insurance agent.
	Insurance		
	Company	Phone	Agent

- e) Pay any late charges, penalties, and/or interest imposed by lenders or other parties caused by a lack of Owner's funds held by Broker and available for payment to same parties.
- f) Notify Longmont Property Group, LLC if owner has an extended vacation and emergency information.

15) **COMPENSATION**:

- a) Owner agrees to pay Broker fees as indicated for the following:
- b) Management: **Ten percent (10%)** of the rental amount collected per month.
- c) Rental placement fee: <u>Two hundred and fifty dollars (\$250.00</u>), this fee is due and payable if owner discontinues management for any reasons while broker has been marketing the property for rent. This includes professional pictures, virtual tours, marketing, move-in and move-out inspections, showings, coordinating turn-over maintenance, work orders, back round and credit checks, etc.
- d) A lease renewal fee of <u>N/A</u> 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.
- e) Advertising: all advertising at the Broker's cost while Broker is marketing the property for rent (included in placement fee above)
- f) Evictions: We offer a "**NO COST EVICTION**" to our property owners that includes all court costs, attorney fees, filing fees, and any administration and certified mail and servicing fees.
- g) An overhead and service fee added to the cost of all work performed by or at the direction of Broker: **Three percent (3%)** for extraordinary maintenance when **authorized** by owner. The definition of extraordinary maintenance is rehabilitation work that exceeds \$20,000.00 insurance claims, and major systems replacements. (Examples are major remodels, additions, basement finishing, disaster repairs, etc.)
- h) accounting, or legal advice, representation before public agencies, advising on proposed new construction, debt collection, counseling, attending Homeowner Association meetings. If Owner requests Broker to perform services not included in normal property management or

- i) Owner further agrees that Broker may perform any of its duties, and obtain necessary products and services, through affiliated companies or organizations in which Broker may own an interest, and may receive referral fees, commissions, and/or profits from these affiliated companies or organizations. Broker shall disclose to Owner any such relationship. Broker shall not receive fees, commissions, or profits from unaffiliated companies in the performance of this Agreement without prior disclosure to and agreement of the Owner.
- j) Owner further agrees that Broker may receive fees and charges from tenants for: Processing credit applications, returned checks, late fees, or service fees, Mortgage verifications, re-renting fees from tenant when breaking a lease, and other services not in conflict with this Agreement.
- 16) **Agency Relationships**: Broker agrees to act as the agent of Owner in any resulting lease or rental transaction involving any Property covered by this Agreement. It may be necessary or appropriate for Broker to act as agent of both Owner and tenants, or one or more additional parties, in any resulting lease transaction, in which case Broker will seek Owner's consent to Broker's representation of additional parties as soon as practicable. However, if Broker is the listing Broker and/or property manager for a different property in which a tenant is interested, Owner understands that Broker may act as agent of that tenant and/or other property owner with respect to a transaction involving that other property. For one-to-four unit residential property, Broker shall provide agency relationships disclosure as required by law.
- 17) **Notifications**: Owner agrees to allow Broker to notify Owner by mail, email, or telephone. Owner will supply all necessary information requested by Broker. Any written notice to Owner or Broker required under this Agreement shall be served by sending such notice by first class mail to that party at the address below, or at any different address which the parties may later designate for this purpose shall be deemed received three business days after deposit into the United States postal service. Notices shall additionally be emailed to the receiving party within one day after mailing.
- 18) **Binding Agreement:** This agreement shall be binding upon and shall inure to be benefit of Owner and Broker and their respective heirs, administrators, executors, successors, and assigns.
- 19) Additional Terms:
- 20) **Equal Housing Opportunity**: LPG and the Owner offer the Property in compliance with federal, state, and local anti-discrimination laws.
- 21) Mediation disputes: broker and owner agree to mediate any dispute or claim between them arising out of this contract or any resulting transaction before resorting to arbitration or court action. Mediation is a process in which parties attempt to resolve a dispute by submitting it to an impartial, neutral mediator authorized to facilitate the resolution of the dispute but who is not empowered to impose a settlement on the parties. Any mediation fee is to be divided equally among the parties involved. Before the mediation begins, the parties agree to sign a document limiting the admissibility in arbitration or any civil action of anything said, any admission made, and any documents prepared, in the course of the mediation. If any party commences an arbitration or court action based on a dispute or claim to which this paragraph applies without first attempting to resolve the matter through mediation, then in the discretion of the arbitrator (s) or judge, that party shall not be entitled to recover attorney's fees. However, the filing of a judicial action to enable the recording of a notice of pending action for order of attachment, receivership, injunction, or other provisional remedies, shall not in itself constitute a loss of the right to recover attorney's

fees under this provision. The following matters are excluded from the requirement hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract, (b) an unlawful detainer action, (c) the filing or enforcement of a mechanic's lien, and (d) any matter which is within the jurisdiction of a probate court,

22) **Attorneys Fees**: In any action, proceeding, or arbitration arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

	cution and have received a copy on (date)ners and all owners have signed this agreement.
Owner/Date	Longmont Property Group, LLC / Date
	752 17 th Ave. Ste 200
Owner/Date	Longmont, CO. 80501
	Bus (720)449-4119
	Fax (720) 449-4119
Address	Email: office@longmontproperty.com
	Email: sam@longmontproperty.com Website: www.longmontproperty.com
City/State/Zip	website. www.iongmontproperty.com
Primary Email Address	
Primary Phone #	

Secondary Phone #

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 (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 Resident Date Date

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

TRANSACTION-BROKER DISCLOSURE

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.

THIS IS NOT A CONTRACT.

- . 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.

Broker

 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.

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 office@longmontproperty.com

Date

(Rev. November 2017) Department of the Treasury

Request for Taxpayer Identification Number and Certification

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

Internal	Revenue Service Go to www.irs.gov/FormW9 for it	nstructions and the late	st information.				
	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.						
	2 Business name/disregarded entity name, if different from above						
ie. Ins on page 3.					Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)		
Print or type. Specific Instructions on page	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.			Exemption from FATCA reporting code (if any)			
Speci	Uther (see instructions) ► 5 Address (number, street, and apt. or suite no.) See instructions. Requester's name are			(Applies to accounts maintained outside the U.S.) and address (optional)			
See	6 City, state, and ZIP code						
	7 List account number(s) here (optional)						
Par	t I Taxpayer Identification Number (TIN)						
	your TIN in the appropriate box. The TIN provided must match the n		0.0	curity numb	er		
backup withholding. For individuals, this is generally your social security number (SSN). However, for resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other					- -		
entitie	s, it is your employer identification number (EIN). If you do not have	it is your employer identification number (ÉIN). If you do not have a number, see How to get a				\perp	
TIN, la	If the account is in more than one name, see the instructions for line	a 1 Also see What Name	or Employe	r identificati	on number		
	er To Give the Requester for guidelines on whose number to enter.	e 1. Also see What Ivame			TT	TT	=
				-			
Par	t II Certification						
	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 							
3. I an	n a U.S. citizen or other U.S. person (defined below); and						
	FATCA code(s) entered on this form (if any) indicating that I am exe						
you ha	ication instructions. You must cross out item 2 above if you have beer ave failed to report all interest and dividends on your tax return. For real sition or abandonment of secured property, cancellation of debt, contrib than interest and dividends, you are not required to sign the certification	estate transactions, item 2 outions to an individual retir	does not apply. Frement arrangemen	or mortgagent (IRA), and	e interest p generally,	aid, payme	ents
Sign Here			Date ►				
General Instructions • Form 1099-DIV (dividends, including those from stocks or mutual					al		
Section	on references are to the Internal Revenue Code unless otherwise .	funds) • Form 1099-MISC (various types of income, prizes, awards, or gross					
Futur relate	Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9. proceeds) Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) Form 1099-S (proceeds from real estate transactions)						
Pur	pose of Form					nsactio	ns)
Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)					rest),		
identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other				norty)			
				232	nt		
	nt reportable on an information return. Examples of information is include, but are not limited to, the following.	If you do not return Form W-9 to the requester with a TIN, you might					

• Form 1099-INT (interest earned or paid)

later.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding,

ACH Authorization Form

Name(s):			
Address:			
City:	State:	Zip:	
	Funds Settlement l	Information	
Bank Name:			
Routing # (9 digits)	Acco	ount #	
initiate ACH transfers to This authorization shall terminated. The unders this release is an au	credit the account identif I remain in effect until this igned represents and wa	LC., (hereinafter referred to fied herein relating monthly rethe property management agarrants to LPG that the persone account referenced about the personer is true and correct.	ntal income greement is on executing
LPG shall credit the abo		rental income, by the 15th of e	each month
		/ /	
Account Owner Signatu	re	Date	
Print Name			
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Property Description Form

Property Address:				
Approx. Square Feet: Year Built: Type: SF Home Condo Town Home				
# of bedrooms: # of Bathrooms: full ¾ Next Light Incl Yes No				
Basement? Yes No Finished? Yes No Walk-out Yes No				
Kitchen: Stove Elec Gas Counter tops/ Granite Tile Laminate Quartz				
Microwave? Yes No Dishwasher? Yes No Washer/Dryer Included? 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				
A/C Yes No Swamp Cooler? Yes No Fireplace? YesNoWood Gas				
Garage? Yes No Attached? Yes No Number of Cars?				
Fenced Yard? Yes No Deck Patio Sprinkler System? Yes No				
Pets OK? Yes No Dog Cat Both # Allowed Size?				
Utility Suppliers: Gas/HOA Electric/HOA Water/HOA				
Sewer/HOA Trash/HOA Pick-up Day				
# of Mail Box Keys Box # Location Garage Pad Code				
# of Pool keys Combo # of Community Center keys Combo				
HOA Information: Homeowner's Association:				
Mgt Company: Phone #				
HOA Website Address for Rules & Regulations:				
HOA Fee: \$ Month Quarter Annually Other				
Additional Info:				