



## PROPERTY MANAGEMENT AGREEMENT

**1) AGENCY:** Owner hereby agrees to the terms and conditions set forth, and appoints **TBC Property Management** as Exclusive Agent for the below described real estate:

.....

The Owner grants **TBC Property Management** the power and authority to act as Manager at the cost of the Owner.

**2) AGENTS' DUTIES:** The duties of the Agent in connection to the above described real estate are as follows:

a) Agent shall use its best efforts to lease available property, and shall be responsible for all negotiations and screening of prospective tenants, and shall have the right to execute tenancy agreements on behalf of the owner.

b) Agent shall advertise the available property by all reasonable means.

c) Agent shall execute and serve such notices and institute such legal proceedings against delinquent tenants as may be necessary to enforce any other covenants, in the Owners' name and at the Owners' expense. No other legal action shall be made without prior consent of the owner.

d) Agent shall use its best efforts to ensure that the property is maintained in an attractive condition and in good repair. Expenditures for repairs or alterations in the excess of \$300.00 per unit shall not be made without the Owners prior consent unless it is deemed to be an emergency which threatens either life or property. The Owner is responsible for all maintenance charges incurred on the above mentioned property.

e) Agent shall remit all rental proceeds to a bank account which shall be established upon execution of this agreement from which the Agent shall pay such accounts as directed by the owner including Agent's compensation. After such payments are made, Agent shall remit any balance of the monthly revenues to the owner around the 15<sup>th</sup> of the month.

f) Agent shall maintain the amount of \$...300.00... in the owner's trust account. The owner shall be responsible for all monthly bank service charges and maintenance items which may be incurred on this account.

g) Agent shall maintain accurate books and records that reflect all revenues and expenditures incurred in connection with the management and operation of the property, and shall maintain all correspondence and other information relating to the operation of the property. Monthly statements shall be furnished to the owner no later than thirty (30) days following the end of the above period.

**3) COMPENSATION:** Agent shall receive a management fee of .....10.....% of the gross receipts but not less than \$....50.00.... per month. Gross receipts are defined as all revenues collected less any refundable deposits received. A lease fee of \$.300.00.... shall be due to **TBC Property Management** upon execution of a lease to the property if this agreement is terminated within the first three months of the new or renewed lease term. Owner agrees that all late fees and NSF fees collected will be split as follows: 1/2 to owner, 1/2 to **TBC Property Management**.

**4) TERM:** This agreement shall be for a term commencing on ....., and ending on ..... If the parties continue this agreement after the termination date, it shall be on an additional 12 month term. Owner may terminate this agreement upon forty-five (45) days written notice. The owner shall pay or reimburse the Agent for any sums of money due under this agreement and services provided prior to cancellation of this agreement. Agent may withhold funds for sixty (60) days after the cancellation of this agreement to pay bills incurred prior to cancellation. Upon the voluntary sale of the property by the Owner, or in the event of a foreclosure on the property, this agreement shall be terminated upon completion of the action.

**5) HOLD HARMLESS:** Owner agrees to indemnify, defend, and save the Agent harmless from all suits in connection with the premises and from liability for damages to the property and injuries to or death of any person whomsoever, and carry at his/her own expense, public liability insurance naming the owner and the Agent in an adequate amount to protect their interest.

**6) TERMINATION BY SALE:** In the event the property Owner decides to sell the property during the duration of this management agreement, **TBC Property Management** shall receive the full management fee for the gross rents that would be received for the remaining lease terms, if there is a lease in place on date of closing. **TBC Property Management** is due compensation for keeping the property occupied to help facilitate the sale.

**7) ADDITIONAL PROVISIONS:**

- a) Agent is an independent contractor and not an employee of the owner.
- b) This contract shall be binding on the heirs, executors, and assigns of the parties hereto.
- c) Owner may add additional properties to this agreement with all other terms and conditions of this agreement remaining the same.
- d) **TBC Property Management** shall act as Owners' agent in all lease negotiations. If owner chooses to sell property, the owner will be referred to their Realtor as we do not buy or sell real estate.
- e) The property was built prior to 1978 and does require a lead based paint addendum.
- f) Owner understands that all properties built prior to 1978 must provide a Lead Based Paint Disclosure in Accordance with HUD guideline. Owner agree to provide to **TBC Property Management** in writing all known facts relating to Lead based paint on such properties.
- g) In the event of a dispute regarding the terms or execution of this agreement, all parties agree to mediation prior to any other process of Action of Law.
- h) Harassment on the part of the owner towards **TBC Property Management** will be reason to terminate this agreement.

.....  
**TBC Property Management**

.....  
Property Owner

.....  
Date

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.

(DD25-5-09) (Mandatory 7-09)

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

**DEFINITIONS OF WORKING RELATIONSHIPS**

For purposes of this document, seller also means "landlord" (which includes sublandlord) and buyer also means "tenant" (which includes subtenant).

**Seller's Agent:** A seller's agent (or listing agent) works solely on behalf of the seller to promote the interests of the seller with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the seller. The seller's agent must disclose to potential buyers all adverse material facts actually known by the seller's agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the seller.

**Buyer's Agent:** A buyer's agent works solely on behalf of the buyer to promote the interests of the buyer with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the buyer. The buyer's agent must disclose to potential sellers all adverse material facts actually known by the buyer's agent, including the buyer's financial ability to perform the terms of the transaction and, if a residential property, whether the buyer intends to occupy the property. A separate written buyer agency agreement is required which sets forth the duties and obligations of the broker and the buyer.

**Transaction-Broker:** A transaction-broker assists the buyer or seller or both throughout a real estate transaction by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contracts, including the closing of the transaction, without being an agent or advocate for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosures as agents about all adverse material facts actually known by the transaction-broker concerning a property or a buyer's financial ability to perform the terms of a transaction and, if a residential property, whether the buyer intends to occupy the property. No written agreement is required.

**Customer:** A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party's agent or as the party's transaction-broker.

**THIS IS NOT A CONTRACT.**

I acknowledge receipt of this document on \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

On \_\_\_\_\_, Broker provided \_\_\_\_\_ with this document via \_\_\_\_\_ and retained a copy for Broker's records.

Brokerage Firm's Name: \_\_\_\_\_

\_\_\_\_\_  
Broker