



## **MANAGEMENT AGREEMENT**

This Management Agreement (“Agreement”) is entered into on \_\_\_\_\_ (“Effective Date”) by \_\_\_\_\_ (“Owner”), and TBC Property Management, Corp., a Colorado corporation (“Manager”). Owner and Manager are collectively referred to in this Agreement as the “Parties” and individually to as the “Party”.

WHEREAS, Owner owns that certain real property described as:

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and those certain improvements, fixtures, and equipment located thereon (collectively, the “Property”); and

WHEREAS, Owner desires to have Manager manage, operate, lease, and renew leases for the Property, and the Manager is willing to perform such services on the account of Owner.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties agree as follows:

### **Article I—Appointment of Manager**

1.1 **Appointment:** Owner appoints and employs the Manager as Owner’s exclusive agent to supervise, direct and control the management, operation, and leasing of the Property for the term provided in this Agreement. Manager accepts said appointment and agrees to provide such services during the term of this Agreement in accordance with the terms of this Agreement.

Owner acknowledges that different brokerage relationships are available, which include Buyer Agency, Seller Agency, and Transaction-Broker. Manager and Owner agree that Manager shall act solely as the Owner’s Agent as outlined in accordance with the rules and regulations of the Colorado Real Estate Commission. Manager’s working relationships with Owner and tenants are further described in the Brokerage Duties Addendum to Property Management Agreement (CREC form BDA55-5-09) attached to this Agreement.

1.2 **Services:** Manager shall provide property management services to Owner, including such background checks, credit reports, income verification, and rental history of tenant applicants as allowable by law; rent collection; and maintenance coordination for the Property, subject to the terms and conditions set forth in the Agreement.

### **Article II—Term**

2.1 **Term:** The term of this Agreement shall commence on \_\_\_\_\_ and, unless sooner terminated as provided in Section 2.2, 2.3, or 2.4, shall terminate at 5:00 P.M. on \_\_\_\_\_

\_\_\_\_\_; provided, however, that this Agreement shall be automatically extended for successive 12-month terms unless either Party provides written notice of non-renewal to the other Party at least 45 days prior to the end of the term.

2.2 **Manager's Termination:** Manager may terminate this Agreement for any reason without penalty upon 30 days advanced written notice to Owner.

2.3 **Owner's Termination:** Owner may terminate this Agreement for any reason upon 30 days advanced written notice to Manager, provided that Owner shall pay to the Manager the equivalent of three months Management Fees based on the Property's lease rental rate as an early termination fee ("Early Termination Fee"). Owner may terminate this Agreement without penalty upon written notice to Manager if all or substantially all of the Property is taken in condemnation or destroyed by fire or another casualty.

2.4 **Effect of Termination:** Upon the termination of this Agreement, Manager shall render a final accounting to the Owner no later than 45 days after Owner provides written notice of termination. Owner shall pay Manager all amounts Manager would be entitled under the Agreement, including the Early Termination Fee, if applicable, within 14 days of the date of final accounting. If termination occurs during a period during which the Property is under lease, Manager shall assign its rights under the lease to Owner or Owner's agent and transfer any security deposit Manager is holding to Owner or Owner's agent. Owner agrees to indemnify and hold Manager, Manager's owners, employees, and agents, harmless for any and all claims (including attorney fees) related to the Property on or after the termination of this Agreement. Upon termination, neither Manager nor the Owner shall have any rights, duties, or obligations to the other, except for those set forth in this Agreement.

### **Article III—Leasing**

3.1 **Leasing:** The Parties agree to the following terms regarding their rights and obligations regarding the leasing of the Property.

3.1.1 Manager has the authority to and shall: advertise the availability for rent of the Property, display "For Rent" signs thereon, list the Property for rent online; execute leases, renewals, amendments, or cancellations of leases relating to the Property; collect rents for the Property and give receipts therefore; collect, manage, and disburse security and other deposits; maintain records of the rent and other receipts arising from the Property; make demand on tenants for non-payment of rents or other monies due pursuant to tenant's lease agreement; execute and serve notices and demands on defaulting tenants as the Manager may deem appropriate; terminate tenancies and sign and serve such notices as Manager deems appropriate; institute legal actions to evict tenants and recover possession of the Property; and settle, compromise and release any and all related actions.

3.1.2 Manager shall use its standard form leases, as such forms are refined from time to time at Manager's sole discretion, and shall not make any lease extending more than one year from its commencement date without the express consent of the Owner; provided, however, that lease renewals shall not be subject to Owner's prior approval.

3.1.3 If the Property is subject to a lease at the time this Agreement is executed,

Owner shall simultaneously with the execution of this Agreement execute a written assignment of the lease from Owner to Manager in a form provided by Manager. Owner shall also transfer any security deposit held for the Property to Manager within five days after the execution of the assignment.

3.2. **Rental Rate:** Manager shall determine the rental rate, move-in specials, rent credits, security deposits, fees, or any other chargeable items with respect to any lease for the Property, in consultation with Owner, provided, however, that Manager's determination of such rates for the Property shall be binding.

3.3 **Security Deposit:** Manager has the sole discretion on how much security deposit to collect from tenants, as well as how the security deposit is collected, held, applied, and disbursed. Manager's handling of security deposit funds shall be done in accordance with the lease and Colorado law. Manager shall hold tenants' security deposit(s) in trust and such funds shall not belong to Owner.

#### **Article IV—Fees for Management, Disbursements**

4.1 **Management Fees:** Owner shall pay the Manager a sum equal to \_\_\_\_\_% of collected rents per month ("Management Fee"), payable on or before the 15th day of each month for the current month.

4.2 **Manager Expenses:** As used in this Agreement, "Manager Expenses" means any fee (other than the Management Fee) due the Manager under this Agreement, including, but not limited to, fees for maintenance, repairs, materials, and mark-ups (see Article V), banking costs, collection fees, setup fees, legal fees and court costs, late fees, and refundable/non-refundable deposits.

4.3 **Monthly Financial Statements:** Manager shall prepare and deliver to Owner monthly statements of receipts, expenses, and charges for the Property ("Landlord Account Statement") as of the end of the preceding month on or before the 15th of each month. The Landlord Account Statement shall additionally include all costs, expenses, fees, charges, outlays, compensations and commissions paid or payable to Manager. If the 15th of the month falls on a holiday or weekend, Landlord Accounting Statement shall be delivered the next business day.

4.4 **Application of Funds:** Owner and Manager agree that all funds paid by tenants and Owner for the Property shall be applied by Manager in the following, descending order of priority (that is, with the highest priority listed first): (1) Management Fee; (2) Manager Expenses; (3) Third-Party Expense Reimbursements; and (4) Owner. Owner specifically acknowledges that Manager shall have no liability or responsibility whatever for any loss occasioned by Owner by the failure to pay for one or more of the items listed, if Manager has applied the receipts in the order set forth above.

4.5 **Disbursements:** No later than the 15th of each month (unless the 15th of the month falls on a holiday or weekend, in which case, the disbursement shall be initiated no later than the next business day), Manager shall initiate a disbursement to Owner of gross collected rents collected on behalf of the Owner in the current month, less authorized deducted described in Article 4.4.

In the event that the application of gross collected rents described in Article 4.4 does not cover the Management Fee, Manager Expenses, or Third-Party Expense Reimbursements, such deficiency shall be reflected on the Landlord Account Statement and Owner shall pay the balance due to Manager within 15 days. Alternately, Manager (at Manager's discretion) may deduct the balance from the following month's disbursement. Any sum owed by one party to the other hereunder shall accrue interest at the rate of 8% per annum from the date of default until paid.

#### **Article V—Maintenance, Repairs**

5.1 **Maintenance:** Manager shall maintain the Property in good repair, at Owner's expense. Accordingly, Manager has the authority to supervise and discharge all labor and purchase all materials required for the operation, maintenance, and repair of the Property, to maintain the Property in case of vacancies, and to provide periodic inspections of the Property. Further, Manager shall have the right to request Owner to advance funds related to maintenance. Manager agrees to obtain Owner's consent for any maintenance/repair costs in excess of \$\_\_\_\_\_.

5.1.1 **Consult.** Owner shall consult with Manager within 24 hours of Manager's notice and, if Owner does not respond to Manager within 24 hours, Owner is deemed to consent to the expense.

5.1.2 **Emergencies.** Notwithstanding the foregoing, Manager shall not need Owner's consent for: (1) monthly or recurring operating charges, (2) emergency repairs, (3) expenses related to warranty of habitability claims; (4) performance of services for tenants as provided for in tenants' lease, or (5) in the event the Owner is not reasonably available for consultation, if the Manager deems such labor expense item is necessary for the protection of the Property from damage. For the avoidance of doubt, in the event of an emergency or apparent emergency, Manager may authorize the necessary repairs and incur expense in excess of the cost limitation without first obtaining Owner's prior approval, and Manager shall promptly notify Owner of such event as soon as possible thereafter.

5.1.3 **Expenses related to Colorado's Warranty of Habitability.** Owner understands that Colorado's warranty of habitability may, in certain circumstances, require Manager to place tenants in a hotel, pay moving expenses, and pay per diem expenses to tenants in the event of a habitability claim. Owner agrees that it shall solely be responsible for expenses related to complying with Colorado's warranty of habitability, as determined by Manager, which shall be billed as a Manager Expense.

5.2 **General Maintenance Reimbursement:** Owner shall reimburse Manager for all materials used in or third-party vendors/service providers hired related to the maintenance and repair of the Property, plus a service fee of 10% of the total cost of such materials or vendors/services incurred by Manager (collectively, "Third-Party Expense Reimbursements").

#### **Article VI—Owner Obligations**

6.1 **Exclusive Agency:** Owner agrees to conduct all negotiations and communication for the Property only through Manager. Owner shall refer all communications received in any form from prospective tenants or any other source during the Term to Manager. Owner represents that Owner is not party to any other listing or property management agreements with respect to the

Property.

6.2 **Data and Records:** Owner agrees to make available all data, records and documents pertaining to the Property which the Manager may require to properly exercise Manager's duties.

6.3 **Disclosures:** Within five days of the Effective Date, Owner agrees to complete and provide Manager with the following disclosures: Lead-Based Paint Disclosure, Property Representations and Disclosure (Schedule A), and Broker Duties Addendum. Owner acknowledges that all such disclosures may be provided by Manager to tenants prior to tenants' entrance into a lease agreement for the Property. Manager shall not be responsible for independently investigating or verifying the accuracy of any such Disclosures made by Owner. If Manager discovers that the Property is in foreclosure, Manager may immediately terminate this contract by providing written notice to Owner.

6.4 **Warranty of Title.** Owner represents and warrants to Manager that Owner has valid legal title to the Property and that if more than one Owner exists for a particular Property, either all of such Owners have signed this Agreement or the Owner(s) who has signed it has full authority to sign it on behalf of the non-signing Owner(s).

Owner acknowledges that Manager shall be signing leases as "Landlord" as an accommodation to Owner. Owner therefore indemnifies Manager against, and agrees to hold it harmless from, any loss, liability, or claim made by a Tenant, a mortgagee, or any other party and arising out of a failure or defect of title by Owner. Owner agrees to notify Manager forthwith after receiving notice of any actual or threatened title defect, such as a pending foreclosure, etc.

If Owner sells the Property to a third party during the term of this Agreement, Owner acknowledges that any such sale must be subject to any then-outstanding leases for such Property made by Manager.

6.5 **Owner Insurance:** Owner represents that Owner has adequate general liability insurance, in an amount that Owner has determined as sufficient, to cover all potential losses associated with the Property, including for using the Property as a rental/income property. Upon request, Manager will consult with Owner's insurance representative regarding the type and amount of insurance advisable for the Property, including but not limited to comprehensive general public liability insurance, fire insurance with extended coverage, tornado, hurricane, flood, vandalism, malicious mischief, boiler and rent continuation insurance, and any such other insurance required or appropriate with respect to the Property. All insurance policies obtained hereunder shall name Owner, Manager, and any others designated by Owner, as additional insureds, shall be obtained by an insurance company authorized to conduct business in the State of Colorado, and shall contain a provision that the same may not be canceled or materially changed without 30 days prior written notice to Owner and Manager. Owner shall provide proof of such insurance insured to Manager within fifteen (15) days of the Effective Date.

6.6 **Taxes:** All real estate and personal property taxes, levies, assessments and similar charges on or relating to the Property during the term of this Agreement shall be paid by the Owner.

6.7 **Mortgage:** Owner shall make timely payments on any mortgage, promissory note, deed of trust, or other encumbrance on the Property on time and shall not permit a default

thereunder.

6.8 **Assessments, Dues, Fees, Charges:** As applicable, Owner shall make timely payments for homeowners association assessments and dues, and membership fees or charges for access to on-site or subdivision amenities.

#### **Article VII—Eviction/Unlawful Detainer Actions**

7.1 **Eviction/Unlawful Detainer Actions:** Owner grants Manager the authority to bring, prosecute, and settle forcible entry and unlawful detainer actions (i.e., evictions) for defaults related to a tenant's failure to pay rent. Owner and Manager may consult regarding other potential grounds to terminate a lease. Manager shall use an attorney of Manager's choosing, which attorney shall represent Manager. Owner acknowledges Manager and Manager's attorney make no warranties or guaranties of success in any legal proceeding related to the Property. Owner agrees to cooperate with Manager and Manager's attorney. Unless Manager, Owner, and the Manager's attorney otherwise agree, the eviction proceeding shall be limited to seeking recovery of possession of the Property and not to pursue damages against the tenant.

7.2 **Reimbursement:** Owner shall reimburse Manager for all attorney fees and costs Manager incurs to prosecute any forcible entry and unlawful detainer action. Before Manager begins legal action related to the Property, at Manager's discretion, Owner shall advance \$2,000.00 to Manager for pre-payment of legal services, which Manager shall apply to expenses related to hiring legal services, including attorney fees and court costs ("Advance"). Owner shall pay the Advance within five days of request. Manager shall refund any funds remaining from the Advance, if any, after the conclusion of the proceeding. Any labor, material, or other charges related to the physical eviction of the tenant's personal property will be charged to Owner in addition to the above fees. Expenses related to the eviction, including attorney fees, court costs, and other changes, shall be considered a Third-Party Expense Reimbursements.

#### **Article VIII—General Terms**

8.1 **Hold Harmless/Indemnification:** Owner agrees to hold the Manager harmless from any damage suits in connection with the management of the Property, this Agreement and from liability from injury suffered by any employee or other person whomsoever, and to carry, at Owner's expense, adequate general liability insurance for all losses which may be suffered in association with the Property. Manager also shall not be liable for any error of judgment or for any mistake of fact or law, or for anything which he/she/it may do or refrain from doing hereunder, except in cases of willful misconduct or gross negligence. Manager shall not be liable or responsible for ensuring Property compliance with applicable laws or regulations. Upon receipt of any notice, complaint, warning or summons received by Manager regarding Property, Manager shall notify Owner of receipt of such notice, complaint, warning or summons.

8.2 **Assignability:** Either party may assign this Agreement with the other party's written consent, which shall not be unreasonably withheld. If Owner assigns the Agreement to a different property management company, Owner agrees to pay Manager a \$300.00 coordination fee to cover expenses related to the assignment of the lease, including transfer of the security deposit and any ledgers/information related to the Property.

8.3 **Amendment:** This Agreement represents the only Agreement between the parties. No oral agreements have been entered into individually, jointly, or as agent for an entity with respect to this Agreement. This Agreement constitutes the final, complete, and exclusive statement of the agreement of the parties, and supersedes any and all other prior and contemporaneous agreements and understandings. This Agreement shall not be modified except by an instrument in writing signed by the Owner and an officer or authorized agent of Manager.

8.4 **Joint and Several:** In the event of more than one Owner, each Owner is jointly and severally liable for performance of the Agreement.

8.5 **Foreclosure Proceedings:** If foreclosure proceedings of any kind are commenced upon this Property, Owner shall be in material breach of this Agreement. Owner agrees to pay liquidated damages to Manager in the amount of the two times the Early Termination Fee. In addition, Tenant's security deposit will immediately be remitted to the Tenant if the property is occupied.

8.6 **Tenant Collections:** Manager reserves the right not to submit a tenant's file over to collections at the sole discretion of Manager. Manager will reasonably cooperate with Owner if Owner wishes to pursue a collections action, at Owner's sole expense.

8.7 **No Implied Waiver:** The failure of either party to insist on strict performance of any covenant or obligation under this contract, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future.

8.8 **Waiver of Jury Trial/Choice of Law/Venue:** To the maximum extent permitted by law, Owner and Manager agree to waive their right to a jury trial regarding disputes about or relating to this Agreement or the Property. This Agreement shall be construed and enforced in accordance with the laws of Colorado, without regard to its conflict of law provisions. Exclusive venue for any dispute about or relating to this Agreement or the Property shall be in the state courts located in Larimer County, Colorado.

8.9 **Attorney Fees and Costs:** If suit is brought by Manager to collect the Manager's compensation or if Manager successfully defends any action brought against Manager by Owner relating to the Agreement or Property, Owner agrees to pay all costs incurred by Manager in connection with such action, including all reasonable attorneys' fees.

8.10 **Severability/Counterparts:** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this contract is held to be invalid, illegal, or unenforceable in any respect under any applicable law, such invalidity, illegality, or unenforceability will not affect any other the enforceability of any other provision. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this contract, use of a facsimile, email, or other electronic means shall have the same force and effect as an original signature.

8.11 **Survival:** All provisions of this Agreement that require Owner to insure or to defend, reimburse or indemnify Manager shall survive any termination of this Agreement; and if Manager is, or becomes, involved in any proceeding or litigation by reason of having been Owner's

agent such provisions shall apply as if this Agreement were still in full force and effect.

### **Article IX—Relationship of Manager to Owner**

9.1 **Principal and Agent Relationship.** The relationship of the parties to this Agreement shall be that of Principal and Agent, and all duties to be performed by Manager under this Agreement shall be for and on behalf of Owner, in Owner's name, and for Owner's account. In taking any action under this Agreement, Manager shall be acting only as Agent for Owner, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between the parties to this Agreement except that of Principal and Agent, or as requiring Manager to bear any portion of losses arising out of or connected with the ownership or operation of the Premises. Nor shall Manager at any time during the period of this Agreement be considered a direct employee of Owner. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except that Manager is authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this Agreement.

9.2 **Manager Assumes No Liability.** Manager assumes no liability whatsoever for any acts or omissions of Owner, or any previous Owners of the Property, or any previous management or other agent of either. Manager assumes no liability for any damages to the Property, or failure of or default by any tenant in the payment of any rent or other charges due Owner or in the performance of any obligations owed by any tenant to Owner pursuant to any lease or otherwise. Nor does Manager assume any liability for previously unknown violations of environmental or other regulations which may become known during the period of this Agreement. Any such regulatory violations or hazards discovered by Manager shall be brought to the attention of Owner, and Owner shall promptly cure them. Manager shall not be responsible or liable for costs of any damages to Property, personal property or landscaping.

*[Signatures on following page]*



**THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, YOU SHOULD  
CONSULT LEGAL, TAX, OR OTHER COUNSEL BEFORE SIGNING.**

**THIS FORM HAS NOT BEEN APPROVED BY THE COLORADO REAL ESTATE  
COMMISSION. THE LAW FIRM OF JOHNSON MUFFLY & DAUSTER, PC  
PREPARED THIS AGREEMENT FOR TBC PROPERTY MANAGEMENT, CORP.**

**OWNER:**

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

**MANAGER:**

TBC PROPERTY MANAGEMENT, CORP.,  
a Colorado corporation.

\_\_\_\_\_  
By:  
Title:

\_\_\_\_\_  
Date:

## SCHEDULE A

### Property Representations and Disclosure

\_\_\_\_\_ (“Owner”) hereby makes the following representations and disclosures on \_\_\_\_\_ with respect to the real property known as \_\_\_\_\_ (“Property”).

These representations and disclosures are made by Owner to TBC Property Management, Corp., a Colorado corporation (“Manager”) in conjunction with that Management Agreement between Owner and Manager dated \_\_\_\_\_. Owner shall update Manager if any information related to these disclosures changes.

### I. OWNERSHIP

Owner represents that the Property is owned by Owner. If the Property is owned by an entity controlled by Owner, the name of the entity is as follows: \_\_\_\_\_.

### II. MORTGAGE / FORECLOSURE

Owner represents as following regarding the current mortgage status of the Property (initial ONE choice as applicable):

\_\_\_\_\_ The Property is owned free and clear and has no mortgage.

\_\_\_\_\_ The Property is subject to a mortgage, deed of trust, or other encumbrance, but such encumbrance is a private/non-federally-backed mortgage or deed of trust.

\_\_\_\_\_ The Property is subject to a federally-backed, guaranteed, or secured mortgage, deed of trust, or other encumbrance (e.g., HUD, VA, Federal Home Loan Mortgage Corp. (Freddie Mac), Federal National Mortgage Association (Fannie Mae), etc.).

Owner represents as follows with respect to the current foreclosure status of the Property (initial ONE choice as applicable):

\_\_\_\_\_ All mortgage payments ARE current or no mortgage exists on the Property, the Property is NOT currently in foreclosure, and Owner is NOT contemplating the Property going into foreclosure within the next year.

\_\_\_\_\_ Owner IS contemplating the Property going into foreclosure within the next year, but all mortgage payments ARE current and the Property is NOT currently in foreclosure.

\_\_\_\_\_ Mortgage payments are NOT current, but the Property is NOT yet in foreclosure.

\_\_\_\_\_ The Property IS in foreclosure.

Owner authorizes Manager to periodically verify with Owner’s lender or lenders that mortgage payments due for the Property are current. Notwithstanding the foregoing, Manager shall

not be obligated to verify the status of such payments and Owner shall notify Manager of any change in circumstance, which would cause Owner's representation in this Section II to change.

### **III. METHAMPHETAMINE / DRUG LABORATORY**

Owner represents as follows with respect to the use of the Property as a methamphetamine or other drug laboratory (initial ONE choice as applicable):

\_\_\_\_\_ Owner is NOT aware of the Property having been used as a methamphetamine or other drug laboratory; or if the Property was used for such purposes, the Property HAS been remediated to meet the standards established by rules of the State Board of Health promulgated pursuant to C.R.S. § 25-18.5-102.

\_\_\_\_\_ The Property HAS been used as a methamphetamine or other drug laboratory but HAS NOT been remediated to meet the standards established by rules of the State Board of Health promulgated pursuant to C.R.S. § 25-18.5-102.

### **IV. CARBON MONOXIDE DETECTORS**

If tenants occupying the Leased Premises change on or after July 1, 2009, the Leased Premises shall have an operational carbon monoxide alarm installed within fifteen feet of the entrance to each room lawfully used for sleeping purposes or in a location as specified in any building code adopted by the state or any local government entity. The same shall apply if the Leased Premises contains fuel-fired appliances or an attached garage, and if, on or after July 1, 2009, interior alterations, repairs, fuel-fired appliance replacements or additions which required a building permit occurred, or if one or more rooms lawfully used for sleeping purposes were added (See C.R.S. § 38-45-104) (initial ONE choice as applicable):

\_\_\_\_\_ The Owner represents that the Leased Premises DOES have an operational carbon monoxide alarm installed within fifteen feet of the entrance to each room lawfully used for sleeping purposes or in a location as specified in any building code adopted by the state or any local government entity.

\_\_\_\_\_ The Owner represents that the Leased Premises DOES NOT have a carbon monoxide alarm installed within fifteen feet of the entrance to each room lawfully used for sleeping purposes or in a location as specified in any building code adopted by the state or any local government entity.

Owner represents and warrants that all representations and disclosures contained herein are true and accurate. Owner consents to the disclosure of all representations and disclosures contained herein to all prospective tenants of the Property. Manager has no duty to independently investigate the statements made by Owner herein. The extent of Manager's obligation hereunder shall be to convey the representations and disclosures in the form made herein to any and all prospective tenants of the Property. Tenant, by its signature below, acknowledges that it has received, read, and understands these Property Representations and Disclosures.

### **V. RADON DISCLOSURE**

Owner represents as follows with respect to radon concentrations on or in the Property:

1. Radon Inspection.

\_\_\_\_\_The Property has been inspected for radon. It was inspected on \_\_\_\_\_(Date).  
The following concentrations were found:

\_\_\_\_\_. The following  
mitigation/remediation efforts have been performed:

\_\_\_\_\_. Owner has  
provided Manager with the most current records and reports pertaining to radon concentrations on  
or in the Property.

\_\_\_\_\_The Property has not been inspected for radon.

2. Radon Mitigation System.

\_\_\_\_\_The following radon mitigation system is installed at the Property:

\_\_\_\_\_(Description).

\_\_\_\_\_There is not a radon mitigation system installed on the Property.

**VI. UTILITIES**

Owner represents as follows with respect to utilities available at \_\_\_\_\_.  
All utility companies, where utility is required for home use, have been contacted and reverts put in  
place to ensure utilities are put back in owner's name during periods of vacancy. Owner agrees to  
notify Manager if utilities do not revert back to Owner's name during those periods. Please note that  
some utility companies cancel reverts after one calendar year and the Owner is required to ensure  
these reverts stay in place during the entire management agreement.

**VII. HOMEOWNERS ASSOCIATION**

The Property is \_\_\_\_ / is not \_\_\_\_ subject to a homeowners' association ("HOA"). If the Property  
is subject to a homeowners' association, the name of the HOA is \_\_\_\_\_ and  
the HOA's management company is \_\_\_\_\_. Owner shall provide Manager  
with a copy of the HOA's governing documents, including the declaration and any rules and  
regulations. Owner has notified the HOA and its management company that Manager has authority  
to act on behalf of Owner, and that Manager should be notified regarding all HOA matters.

**VIII. LEAD-BASED PAINT**

Colorado law requires landlords to disclose to tenants information about whether the Owner has  
information related to whether the Property has lead-based paint. Owner represents and warrants  
the following with regard to lead-based paint:

1. Presence of lead-based paint and/or lead-based paint (initial ONE choice):

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

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

\_\_\_\_\_  
\_\_\_\_\_(Description).

2. Records and reports available to Owner (initial ONE choice):

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

\_\_\_\_\_ Owner has provided Manager with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents):

\_\_\_\_\_  
\_\_\_\_\_(Description).

## **IX. BED BUGS**

Owner represents the following with regards to bed bugs on the Property:

\_\_\_\_\_ To Owner's knowledge, the Property has not contained bed bugs within the previous eight months.

Initial ONE choice as applicable:

\_\_\_\_\_ The following was the last date on which the Property was inspected for, and found to be free of, bed bugs: \_\_\_\_\_.

\_\_\_\_\_ To Owner's knowledge, the Property has not been inspected for bed bugs.

By signing below, Owner represents that the representations are true and accurate:

\_\_\_\_\_  
Owner Date

\_\_\_\_\_  
Owner Date

### Owner's Contact Information

It is important that our office has a record of your telephone numbers. Please write your telephone numbers, mailing address, and email address in the space provided and return it to our office. If your contact information changes, you are required to inform Manager in writing. Thank you.

Sincerely,

TBC PROPERTY MANAGEMENT, CORP.,  
a Colorado corporation.

NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

TELEPHONE #'s:

Home \_\_\_\_\_

Work \_\_\_\_\_

Mobile \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**Authorization Agreement for Automatic eCheck Deposits (ACH Credits)**

\_\_\_\_\_ (Owner) on \_\_\_\_\_ (date) authorizes and requests TBC Property Management, Corp. (Manager), to deposit all funds due to Owner under the Management Agreement dated \_\_\_\_\_ automatically to the account identified below.

Owner understands that it is Owner's responsibility to ensure the below account information is correct and Owner confirms that Owner is authorized to accept funds into this account. This authorization will remain in effect until Owner cancels it in writing.

Checking Account \_\_\_\_\_

OR

Savings Account \_\_\_\_\_

OR

Provided Voided Check \_\_\_\_\_

Account # \_\_\_\_\_

Routing # \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Owner Signature: \_\_\_\_\_

Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_