Your Real Estate Investment Resource





1449 Pennsylvania St., #5, Denver, CO 80203



Sean J. Gilliland

720-284-4411 (office) 720-841-1021 (Mobile)



Sean@DenverRealEstateMoguls.com

Tasha Dunbar

720-284-4411 (office) 720-722-2115 (Mobile)



DenverRealEstateMoguls@hotmail.com

MISSION STATEMENT

Denver Real Estate Moguls strives to provide the very best in customer service and communication. We treat your property as though it was our own, capitalizing on price and tenant quality. Our goal is to make your experience as a property owner profitable, enjoyable and stress free.

Sean J. Gilliland

Owner - Denver Real Estate Moguls, LLC







MANAGEMENT PACKAGES

Complete Management

- Listing/marketing your home we have over 30 years' experience in the real estate market. First it is important to determine a price. We will use the internet as well as visiting the neighborhood and home to obtain comps to complete a CMA (comparative market analysis) of your home. We focus most of our attention on the internet. Today 90% of renters are found through internet marketing. We market to over 30 internet sites such as; craigslist (dropping the ad often), Truila, Zillow, Hot Pads, Radpad, Rentler, FRBO, Renthop, Rentalsource, Rentfocus, Walkscore, Oodle, FrontDoor, Rentals.com, ForRent.com, Vast, Keylasso, Hunt, Lovely, Realrentals, Trintals, Yahoo, etc.
- Finding a quality tenant the quality of your new tenant is extremely important. A good tenant will be less stress for all parties involved. Although instinct is involved, we also run thorough credit, landlord and criminal background checks. We will verify their employment, references, and landlords before consulting with you.
- ▶ **Repairs / Maintenance** throughout the lease we will be contacted by the tenant though their tenant porthole or our emergency line. We will authorize repairs with you and never add a fee to our contractor's fees.
- ▶ **Inspection** We conduct drive by inspections and an interior visit about every 6-8 months. Our maintenance crew also inspects the property when they visit. We must keep an eye on the premises to prevent disaster.
- **Eviction** we will serve all notices and guide you through the eviction process. Our evictions are handled by Tschetter Hamrick Sulzerwe P.C.. Costs are approximately \$500 for a complete eviction. However you may use any law firm you wish to use and we can provide you with more referrals.
- ▶ Move-in / Move-out we will monitor the move-in process (including a statement-omit check list) and the move-out process to make sure the correct amount of the deposit is kept and/or given back. Owners are responsible for Security Deposits.
- Administrative all checks are mailed to you as well as repair invoices, etc. Then we will issue you a monthly statement and send you the income by EFT.
- Yearly Statement we will send you a yearly statement at the end of the year and a 1099.
- Cost A half months' rent or a minimum of a \$500 startup fee (never paid until the renter is placed), and 7-8 percent per month. \$45 one-time admin fee for account setup.

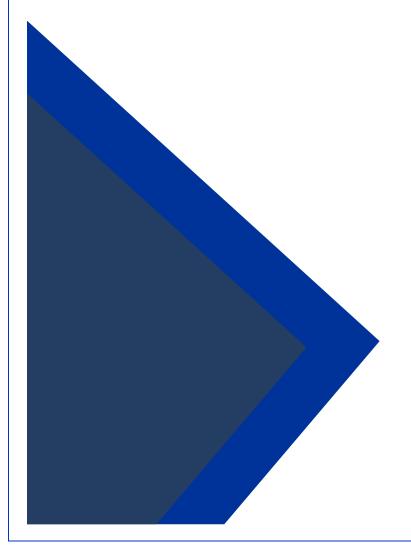
Management Only

▶ We charge 7-8% per month to manage the property ONLY (property already has a tenant or the owner will find the tenant), plus a \$150 administrative transfer fee.

Finding a Renter Only

▶ We charge one month's rent or a minimum of \$800 to secure a qualified tenant (credit and background checked). We supply a lease and necessary documentation. No management

OWNER AGREEMENT







In consideration of the covenants herein contained, <u>JOHN DOE</u> (Hereinafter called "Owner or Landlord") and DENVER REAL ESTATE MOGULS (hereinafter called "Agent or manager") agree as follows:

- 1. Landlord/Owner here by employs, engages and hires the Agent as his/her exclusive representative to rent, lease, operate and manage the property known as **ABC Property**, for the entire lease of the property beginning March 1st 2019 and thereafter for annual periods unless the intention to terminate according to the terms set forth herein by either party is submitted to the other party by written notice 30 days prior to the expiration of any lease term, or at any time by mutual consent of the parties. The owner approves and makes all final decisions regarding whom will rent the property, and the conditions of the lease.
- 2. Agent accepts this hiring, engagement and employment and agrees to the following:
- a) To use due diligence in the management of said premises and to furnish the services of its organization for the purpose of renting, leasing, operating, and managing the premises. Monthly payments and statements are sent to property owners between the 6th and 12th of each month.
- b) To render to Owner monthly statements of receipts, expenses and charges and to remit to Owner all monies received, less disbursements. In the event that disbursements shall exceed rents collected by the Agent, the Owner hereby agrees to remit such excess promptly to the Agent. Owner shall advance a sum of \$0.00 to be held as a reserve fund for expenses incurred over and above the rent collected. Owner shall be responsible for all security deposits, hold all security deposits, make all decisions with security deposits and disperse all security deposits. Any legal actions or judgments incurred for or against Denver Real Estate Moguls in regard to said deposit shall be the responsibility of the Owner. When the security deposit is held by the owner, the owner has complete financial responsibility of the security deposit. The owner agrees to disperse the security deposit to the tenant, detailing the reasons for any forfeiture of money. If requested by tenant, the owners address, and phone number will be given for deposit correspondence. DREM will not be held responsible for any decisions made by the owner when returning the security deposit to the tenants.
- c) To deposit all receipts collected for Owner (less any sums properly provided for herein) into a Trust Account in a national or state institution qualified to engage in banking or in the trust business and such account shall be separate from the Agent's personal account. However, Agent shall not be liable for the failure or bankruptcy of said institution.
- d) Agent agrees to consult with Owner regarding rental market changes and to suggest rental rates and terms that will most properly suit the property to be managed. However, all final decisions on rental rates and terms shall be made by the Owner. Owner may, by agreement, authorize Agent to make such decisions on Owner's behalf and set all parameters of rental negotiations. Agent agrees to provide a regular monthly accounting, a year end statement and a 1099. The owner agrees to provide the agent with the necessary W-9.
- 3. Owner hereby empowers Agent with the following authority and agrees to assure the expenses connected therewith:
- a) To advertise the availability of any part of said premises for rental and to display "For Rent" signs in strategic locations thereon: to sign, renew and/or cancel leases: to collect rents and give receipts; to terminate tenancies pursuant to lease provisions and to take any and all other actions that are reasonable and necessary and in keeping with good management practice. Licensed and Unlicensed assistants will be showing the property.

- b) Should any eviction litigation be necessary, Owner agrees to take responsibility for the hiring and payment of attorneys and for any expenses necessary to complete that litigation. The Agent, however, shall have the authority to serve any necessary 3 (three) day notice of demand for rent or possession. The Agent further agrees to assist Owner with referrals to attorneys or other appropriate agencies for eviction proceedings and to remain available for any other assistance or cooperation that may be necessary to successfully conclude eviction litigation. We may not take the place of our clients in court, but the attorneys can. Providing proof of insurance is the tenant's responsibility, Denver Real Estate Moguls is not responsible for the tenant's obligations of obtaining and maintaining their renter's insurance policy. It is the tenant's responsibility to provide a check sheet of damage to the management company3 days after move-in. This is to protect the tenant's interest and it is not DREM's responsibility to make sure the tenants return the check-in-sheet with-in 7 days after move-in.
- c) Any lease executed by the Agent for the Owner shall not exceed one year unless approved by Owner. The owner must approve and is responsible for all decisions about whom to rent to.
- d) Agent shall be authorized to make or cause to be made and supervise repairs to said premises; to purchase and pay for supplies and to make such other disbursements and payments as may be reasonable and necessary to effectuate that purpose. However, Agent agrees to secure prior approval from the Owner for any expenses in excess of \$300.00 for any one item. In emergency situations DREM will dispatch vendors as soon as possible. DREM will do its very best to keep owners informed in all situations. However, we may not have time or the means in emergency situations, as a result DREM has the authority to make decisions in emergency situations related to health, heat or when the destruction of the property is concerned. Nothing in the paragraph of the agreement shall be construed as limiting the Agent's authority to make larger disbursements for monthly or recurring operating expenses and/or for emergency repairs if, in the Agent's opinion, such repairs are necessary to protect the property from damage or to maintain services to the tenants as called for in their leases. Owner, at his/her option may elect to arrange, supervise, or otherwise effectuate repairs without the involvement of Denver Real Estate Moguls. If owner elects to arrange, supervise or otherwise effectuate repairs through a subcontractor of Owner's choice, Owner agrees to pay subcontractor directly, without the involvement of Denver Real Estate Moguls. We do not own any of our repair companies nor do we receive any compensation for any service or repair completed by a service company of our choice. If bedbugs are discovered to be present in a property, the property must be treated immediately and tested to make sure the bedbugs are completely gone. If the property is a duplex or in a complex the entire property will need to be treated and inspected, every unit that is in the same adjoining building. DREM's staff will not enter the property until the entire building has been treated and is cleared by the inspection company. Although DREM pays the Vendors and Contractors monthly all maintenance work is ultimately the owner's responsibility to pay for in a timely manner.
- 4. Owner further agrees to pay Agent for management services a fee of 7.0-8.0% of the gross rents, and other income derived from said property. Owner shall, in addition, pay to the Agent one half of one month's rent or a minimum of \$500 each time agent leases the property to a new tenant (s). for a "start-up" fee each time the Agent leases the property to new tenants. The "start-up" fee under this agreement shall be paid once a renter is in place. Owner agrees to pay a one-time fee of \$45 to set up all banking administrative property needs.
- 5. In the event that late fees are collected from tenants during the term for this agreement, the Agent shall receive one-half (1/2) of all fees collected.
- 6. In the event Owner chooses to have Denver Real Estate Moguls pursue collections on previous tenants that have moved owing money, Denver Real Estate Moguls will be entitled to retain 30% of any of those monies collected.
- 7. Owner agrees to give Denver Real Estate Moguls authorization to retain interest received on any interest-bearing escrow accounts.
- 8. In the event of any default or breach of this management agreement by Owner, Agent shall be entitled to recover all costs, and expenses including a reasonable sum for attorney fees expended or incurred by reason of any default or breach of any of the terms of this Agreement, whether or not suit is filed. The parties agree that venue for any dispute shall be proper in the county in which the premises are located. If Denver Real Estate Moguls transfers the property to another property management company, Denver Real Estate Moguls will be paid a \$100 transfer fee.

the property, and the liability for injuries suf which the property is located, except for claid DREM cannot guarantee the condition of the be deducted from the security deposit which management company. The owner is responsible tenants any money owed that is above and be assume or accept any financial responsibility the financial responsibility of the owner. The any renewals of this agreement, at his own e insured, in amounts adequate to protect the indisclose to agent all material facts about the in home, bad electrical, bad plumbing. Own	rmless from all suits for damages in connection with the management of fered by any person while in the property or on the premises upon ms regarding gross negligence or willful negligence of the Agent. It has been been at time of move out. Any, and all repairs caused by tenant shall is held by the owner. However, this is the decision of the owner not the asible for all repairs and to pay for all repairs and/or to collect from eyond the security deposit that is held by the owner. DREM will not a for repairs done to the property. All repairs made to the property are the Owner shall carry and maintain for the full term of this agreement and expense, liability insurance, with the Agent designated as one of the interest of the Owner and Agent. Owner is responsible for and will property including, but not limited to; mold, lead based paint, meth use the shall have an agreement with all utility companies that states that the ner's name in the event of a vacancy or abandonment occurs by the
Insurance Agent	Company
Address	Phone
Policy Number	Coverage Amount
writing. Denver Real Estate Moguls will not to; handling HOA insurance claims, Paying due to its continuing nature, may be renegoti	reement of the parties and any modification or amendments must be in t perform other duties outside of this agreement such as but not limited HOA fees, and paying utility companies. The terms of this agreement, ated by the parties at any time by mutual agreement, or at the expiration be binding upon the successors and assigns of the Agent and upon the and assigns of the Owner.
deemed to form a partnership or joint ventur	be as independent contractors. Nothing in this agreement shall be e between parties. This agreement shall be governed by the laws of the ue through substituent leasing periods unless cancelled by either party.
of the property, meet or set up appointments	and can be hired as sales agent. However, we <i>will not</i> work on the sale with inspectors, appraisers or any other contractors hired to help or M is hired by the owner as the owner's listing agent. This is the .
DREM will be responsible for facilitating more of properties, repairs of structural issues or a Landlord may hire DREM as a <i>project mana</i> issues or any home improvements that are not approximately as a project management of the properties of the project management of the proje	a property manager only <i>not a</i> project manager. As a property manager aintenance repairs, however DREM <i>will not</i> coordinate the remodeling ny home improvements that are not maintenance related repairs. The <i>ager</i> to coordinate the remodeling of properties, repairs of structural of maintenance related repairs at a rate of 10 percent of the total contractor agreements. Contractor agreements must be approved and
The parties, by their signatures below, do he	reby adopt and effectuate this agreement on 12/30/2019.
Property Owner: JOHN DOE	SEAN J. GJUJLAND DREM President: Sean J. Gilliland



Please complete the following and email to Tasha at www.denverrealestatemoguls.com If you have any questions, please call Tasha directly at 720-998-6558

- 1- W9 with mailing address
 - 2- Owner questionnaire
 - 3- Please send voided check where you want money deposited to monthly or provide routing and account number

Note all payments will be send between 6th and 10th of each month

OWNER QUESTIONNAIRE

- 1. What utilities are included with rent (if any). Are you providing the WASH/DRY?
- 2. Does your property have a HOA? If so what does the HOA cover and please include their contact information.
- 3. Any special requests for showings?
- 4. Pet Preferences? Pet payment charge? (Normally we charge a non-refundable pet payment of \$400+ for the 1st pet and \$150+ for every pet thereafter.)
- 5. We look for at least a 620-credit score (but prefer much higher, usually depends on property location), 3 times monthly rent for income and good rental references from past two landlords. Mostly we rely on our instinct and experience; we look at how the tenants handle themselves, what they drive, etc. Do you have any other preferences for us to look for?
- 6. We generally ask for a 12-month lease would you be open to a longer lease?
- 7. Please give Sean or Tasha a void check or call with your banking information so that we can send your payment EFT. Payments are sent between the 8th and 10th of each month and take 3-4 *business days* depending on your bank to actually show in your account (*nothing processes on holidays...*). There is a *one-time of fee of \$25* to set up your financial and banking accounts. **Please return a completed W-9**.
- 8. Is there a specific parking spot? Storage area?
- 9. How is yard to be taken care of, by the tenants or a landscape service?
- 10. Where is the *main water shutoff* for your property?
- 11. Please provide us with any of your preferred vendors contact information.
- 12. Owners hold security deposits and sign all leases. Please return all documents, W-9, lease package, owner agreement, listing agreement, definition of working relationships, lead based paint disclosures and lead based paint landlord obligations.
- 13. Please provide any other property information below. Thanks, DREM Management.

W-9 (Rev. August 2013) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

	Name (as shown or your income tax return)		•
рада 2.	Business name/disregarded entity name, if different from above		
5	Check appropriate box for federal tax classification: Individual/sole proprietor C Corporation S Corporation Partnership	Trust/estate	Examptions (see instructions):
£.5			Exempt payee code (if any)
Print or type Instructions on	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partner	rship) ►	Examption from FATCA reporting code (if any)
훈등	☐ Other (see instructions) ►	_	
Specific	Address (number, street, and apt. or suite no.)	Requester's name a	and address (optional)
88	City, state, and ZIP code		
	List account number(s) here (optional)		
Par	Taxpayer Identification Number (TIN)		
to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a		ra	curtty number
	1 page 3.	Employer	identification number
	If the account is in more than one name, see the chart on page 4 for guidelines on whose er to enter.	Employer	- Identification Hambur
Par	Certification		
Lindor	popultion of porture I continue that:		

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. citizen or other U.S. person (defined below), and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have falled to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the

instructions on page 3. Sign Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your ornect texpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real eatest transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- 2. Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S.

- · An Individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- . An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1445 on any foreign partners' share of effectively connected taxable income from ss. Further, in certain cases where a Form W-9 has not been received. such business. Further, in comain cases where a Form W-W has not boom recover the rules under section 1446 require a pertnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in th United States, provide Form W-O to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

RESIDENTIAL LEASE PACKAGE





Dear Sir/Madam.

Denver Real Estate Moguls would like to welcome you to your new property, we hope you enjoy your stay and have a great experience.

Enclosed you will find our lease, security deposit addendum, application, statement of unit, Lead-based paint disclosure (if applicable), broker disclosure and our contact information.

The property is rented "AS IS" the landlord or management company will not make any alterations or unnecessary non-emergency repairs unless agreed upon before the lease contract is signed by both parties.

If pets are allowed (all pets must be approved by management). In most circumstances we require a *non-refundable* pet payment. You are responsible for any & all damage incurred by your pet. Proof of RENTERS INSURANCE must be provided to DREM.

The lawn must be kept up to neighborhood standards. If the lawn is not kept to neighborhood standards we will hire a lawn care company and you the tenant will be responsible for the cost of these services.

Rent is due on the first of the month, (Late fees explained in detail in the lease).

Rent shall be paid ELECTRONICALLY online You will receive an email from donotreply@managebuilding.com with a username and password to set up an **online account where** you can pay electronically and submit work order requests. If you do not receive an email please contact management at denverrealestatemoguls@hotmail.com and we will help set up your account.

Denver Real Estate Moguls will try to give you 24hr notice before entering any property. Emergency situations could result in immediate entry.

If keys are lost, the *tenant will need to call a locksmith*. If we are in the office and can provide a key we will do so but this is *not* the management company's responsibility.

We are always fair and *never* discriminate. We try to run our applications on a first come, first serve basis, but ultimately the decision is made by the property owner.

Utilities: Excel (must be switched to your name ASAP) 800-895-4999. Comcast 800-comcast (266-2278). Others vary by city....

Medical Marijuana is not recognized as a legal substance by the federal government of the United States and is considered illegal by the U.S. federal government.

The property owner is responsible for your deposits; All decisions regarding the security deposit, holding them and dispersing them.

Renter's insurance is required. If proof of insurance is not provided you will be charged \$25 per month.

Emergencies please call 720-284-4411. Push option #1 and put in work order in through your online account.

COMUNICATION IS EVERYTHING, PLEASE COMMUNICATE ANY & ALL PROBLEMS. Sincerely,

DREM, Management Residential Lease

1. PARTIES:

This Lease is made and entered into this 15th day of October, by and between **OWNER** (hereinafter referred to as "Landlord") and **TENANT** (hereinafter referred to as "Tenants"). Tenant warrants there are no known pending judgments, bankruptcies, or liens or matters which may result in a judgment or lien against the tenant. All tenants above the age of 18 years old are responsible for 100 percent of the rent, tenant paid utilities and damages done to the property as a result of tenant negligence. The property is rented "AS IS" the landlord or Management Company will not make any alterations or unnecessary non-emergency repairs unless agreed upon *before* the lease contract is signed by both parties. The owner will *not* compete any cosmetic repairs that were not agreed upon in writing before the lease was signed.

2. PREMISES:

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, on the terms and conditions hereinafter set forth, the certain real property and the residence located thereon situated in the City of Denver, County of Denver, State of Colorado, commonly known as ABC PROPERTY.

3. TERM:

The term of this Lease shall be for 1 year, commencing on November 1st, 2018 and ending on October 31st, 2019.

Possession: In the event the property is not available for the Residents as agreed to in this lease, due to failure of the current residents vacating the property or due to any make ready maintenance that is needed, this lease shall commence on the very first date the property is available for residents, and this delay in tenancy shall not be deemed a breach of the lease by the Owner. Tenant's rent will be pro-rated to reflect their actual move-in-date. No move-in or move-out inspections will be performed with the tenants. The Tenants have 3 days to complete and return the property inspection report list after move-in reporting any current damage. The property must be turned over to Denver Real Estate Moguls or the Owner/Landlord no later than 2:00 pm on the last day of your lease. The tenants will be fined \$200 per day for every day they do vacate the property at 2:00 pm on the last day of your lease, unless otherwise agreed upon in writing by both parties

4. RENT:

Tenant shall pay to Landlord as rent for the Premises, the sum of _____dollars per month, in advance on the **first day** of each month during the term hereof. Tenant will pay to Landlord a payment of \$895.00 dollars as a payment used in agreement of this lease and is non-refundable if tenant chooses not to rent ABC PROPERTY on this Date. This payment will be credited to the tenant as their first month's rent on their move in date. Rent shall be payable without notice or demand and without deduction, off-set, or abatement in lawful money of the United States to the Landlord at the address stated herein for notices or to such other persons or such other places as the Landlord may designate to Tenant in writing. Any payment received from resident shall be first applied to late charges, daily late fees, returned check / money order or any declined ACH payment and any other payments due under this agreement prior to being accepted to regular monthly rent or any delayed deposit or pet payments.

5. SECURITY DEPOSIT:

Tenant shall deposit with Landlord upon execution of this Lease the sum of dollars as a security deposit for the Tenant's faithful performance of the provisions of this Lease. If Tenant fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provisions of this Lease, Landlord may use the security deposit, or any portion of it, to cure the default or compensate Landlord for all damages sustained by Landlord resulting from Tenant's default. Tenant shall immediately on demand pay to Landlord the sum equal to that portion of the security deposit expended or applied by Landlord which was provided for in this paragraph so as to maintain the security deposit in the sum initially deposited with Landlord. Landlord shall not be required to keep the security deposit separate from its general account nor shall Landlord be required to pay Tenant any interest on the security deposit. If Tenant performs all of Tenant's obligations under this Lease, then the security deposit or that portion thereof which has not previously been applied by the Landlord, shall be returned to Tenant within sixty (60) days after the expiration of the term of this Lease or after Tenant has vacated the premises, whichever is later. Smoking is not allowed in the premises and tenant is responsible for any cost associated with eradicating the smell. Smoking is grounds for eviction and forfeit of the security deposit. The Deposit is not your last month's rent and shall not be used as such. Tenant shall also for a Non-Refundable Pet Payment. This is for one ______. All new animals must be approved (tenants give Landlord \$__ will be fined \$100 per day until any unauthorized pet is removed from the premises). Tenant understands that this is for normal wear and tear of the property, any damage done by the pet will be deducted out of the security deposit. The renter is not to use the yard as the dog's bathroom. If the yard or property, inside or outside is damaged by the animal(s) it is the responsibility of the renter and the renter is responsible for all cost associated with the damages. No animal will be left unattended in the yard, owner must be present at all times and feces must be removed immediately. If a tenant brings an unauthorized pet into the property, the

tenant will be fined \$100 per day until the animal is removed. Pets are not allowed as guests or to visit for any amount of time or to stay on the premises without prior written consent. Tenants will be fined \$100 per day and face eviction until the animal is removed. According to Colorado State law 38-12-103, The property owner (landlord) is responsible for keeping, making all decisions, and dispersing all deposits. Denver Real Estate Moguls is the property manager only and is not responsible for your security deposit or any decisions regarding your security deposit. Denver Real Estate Moguls will act as a messenger only to help facilitate any communication about the Security Deposit. However, no information about the security deposit will be given until after the security deposit is returned or the allotted 60 days given to the owner to return the security deposit has expired.

6. USE:

It is agreed that the Premises shall be used only for residence purposes, for one group consisting of only 1 person and for no other purposes whatsoever. While Tenant is in possession, Tenant agrees that the use and Occupancy of the Premises will comply with all restrictions, laws and ordinances affecting said property or occupancy thereof; and Tenant further agrees that no use shall be made of the Premises, nor acts done which will increase the existing rate of insurance upon the Premises, or will cause a cancellation of any insurance policy covering the Premises. In the event that Tenant is using the garage (if any) as storage and the condominium association disapproves of the use and is subjecting the Landlord to financial damages, Tenant will, upon written notice from Landlord, immediately cease from using the garage as storage to become in compliance with any rules of the association. Tenant may only park on the road, driveway or in the garage. If tenant is parked in an unauthorized location such as; in the yard, tenants will be fined \$100 per day until the vehicle is removed. Tenants are not allowed to cook substances in the home or garage that are not considered food, failure to comply may result in eviction.

7. UTILITIES:

The tenant shall pay for all, water, trash, gas, electric, telephone service, and other services supplied to the Premises, except as herein provided.

8. REPAIRS AND MAINTENANCE:

Tenants *must* notify property manager of any repairs immediately. If damage occurs because of tenant's negligence or not reporting repairs, leaks etc., the tenant(s) will be liable for the cost of these repairs. The Landlord shall, at its sole cost and expense, keep and maintain the exterior walls, roof, electrical wiring, heating system, air conditioning system (if any), water heater, built-in appliances, interior door, exterior doors and water lines in good and sanitary order, condition, and repair, except where damage (if any) has been caused by the abuse or negligence of the Tenant, in which event Tenant shall immediately repair same at his sole cost and expense. Repairs made by Landlord may be performed in a reasonably diligent manner, on any day of the week and at any reasonable time. After the tenant has occupied the premises for 1 month all pest related problems are the responsibility of the tenants. Gutters are to be maintained and cleaned by the tenants unless this service is otherwise provided for in this lease or by the HOA management company. Furnace filters must be changed on a regular basis and when dirty by the tenant unless this service is otherwise provided for in this lease. If a repair or maintenance item is needed and the tenant will not provide access to the property in a reasonable amount of time any damage done to the premises or property on the premises will be the responsibility of the tenant and will need to be fixed immediately at the tenant(s) expense.

It is the tenant's responsibility to meet all maintenance workers at the property. If the management company must meet a maintenance worker at the property, the tenant agrees to pay the management company at a rate of one hundred dollars (\$100) per hour. If the management company must meet a tenant to provide a key, change a furnace filter or change a light bulb the tenant agrees to pay the management company at a rate of one hundred dollars per hour. It is **not** the management company's responsibility to provide keys if lost by tenant, in most circumstances a locksmith will need to be called. If we are not allowed access to the property, the tenant (s) must have the issue repaired at their own expense.

The premises shall have smoke detectors and CO2 detectors with-in 15 feet of each bedroom. Residents agree to check the CO2 and smoke alarms on a regular basis to ensure proper functionality, to test each detector upon move-in and to inform the property manager immediately if the detectors are not working properly. Residents are responsible to replenish batteries to ensure continued proper functionality. Tenant shall, at his sole cost and expense, maintain the lights, smoke and carbon detectors, Furnace filters, water filters and cleaning as necessary during the Term of the Lease.

Except as herein provided, Tenant hereby agrees that the Premises are now in a tenantable and good condition and shall at his sole cost and expense keep and maintain the premises, appurtenances and every part thereof, in the manner in which they were received, reasonable wear and tear excepted, including household furniture, fixtures, goods and chattels belonging to the Landlord, so that they shall remain in good and satisfactory order, condition and repair. Tenant is responsible for the replacement of furnace filters in order to promote proper ventilation and operation of the system. The tenant agrees to have all the carpets shampooed by a professional carpet cleaning company upon vacating the property and agrees to provide the management

company with a copy of the carpet cleaning receipt within 7 days of vacating the property. If the carpet is not shampooed and receipt not received within the specified time, the management company will have all the carpets cleaned and the cost will be deducted from the tenant's security deposit. If there are no carpets tenants will clean the floors with the proper cleaning solvents and materials. Tenant agrees to have all holes in all walls that were created by the tenant(s) to be repaired and painted to match upon vacating the property. All holes created by the tenant that are not fixed upon vacating the property will be fixed by the management company and the costs will be deducted from the tenant's security deposit. The Landlord agrees to pay for the condominium association, which maintains the exterior common areas. The tenant has been given a copy of the HOA rules and agrees to abide by them. Tenants shall be liable to the Owner for damages caused by themselves or Guests. Sidewalks, front porches, and all balconies must be free and clean of debris, trash and snow per HOA guidelines. Any fines imposed by HOA for non-compliance must be paid by tenants.

YARD MAINTENANCE: The tenants are 100 percent responsible for the yard at all times. It is the tenant's responsibility to keep the yard up to the standards of the neighborhood. The tenant shall be responsible for proper irrigation, cost and care for all lawns, trees and shrubberies on the property. Tenant is responsible for all snow removal, keeping the sidewalks clear of snow and ice, and the exterior of the property clear of all debris, dirt and obstructions. If the yard is not kept up to the neighborhood and/or the owner's standards a lawn service will be contracted to take care of the lawn at the tenant's expense.

9. ALTERATIONS AND ADDITIONS:

Tenant shall not, without the Landlord's prior written consent, make any alterations, improvements or additions in or about the Premises and any additions to or alterations of the Premises (no bigger than a nail hole, with the exception of movable furniture) shall at once become a part of the realty and belong to the Landlord. The Tenant shall keep the Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by the Tenant.

10. HOLD HARMLESS:

Tenant shall indemnify and hold Denver Real Estate Moguls and the Landlord harmless from and against any and all claims arising from Tenant's use or occupancy of the Premises or from any activity, work, or things which may be permitted or suffered by Tenant in or about the Premises including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action proceeding arising therefrom. Except for Landlord's willful or grossly negligent conduct, Tenant hereby assumes all risk of damage to property including household furniture and goods, or injury to person in or about the Premises from any cause, and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall indemnify and hold Denver Real Estate Moguls and the Landlord harmless from and against any and all claims arising from radon. Denver Real Estate Moguls nor the landlord currently know of any radon problems that exist in the home. Tenant shall indemnify and hold Denver Real Estate Moguls and the Landlord harmless from and against any and all claims arising from mold. Denver Real Estate Moguls nor the landlord currently know of any mold problems that exist in the home. If the tenant(s) wants the radon tested or a mold test done they must have these tests conducted at their own expense. The tenant must have renter's insurance to cover any damage to their property and to cover any damage to the property untenable.

11. DAMAGE TO PREMISES:

- (A) If the Premises are so damaged by fire or from any other cause as to render it un-tenantable, then the Landlord shall have the right to terminate this Lease as of the date on which such damage occurs, through written notice to the Tenant, to be given within fifteen (15) days after the occurrence of such damage. Should this right be exercised by Landlord, then rent for the current month shall be prorated between the parties as of the date on which such damage occurred and any prepaid rent and unused security deposit shall be refunded to the Tenant(s). Tenant shall indemnify and hold Denver Real Estate Moguls and the Landlord harmless from and against any and all claims including the tenant(s) personal property arising from fire, flooding or acts of god.
- (B) If this Lease is not terminated as provided in section A above, the Landlord shall promptly repair the Premises (unless such damage is attributable to Tenant's actions whereby, in such case, Tenant shall be obligated to perform such repairs) and there shall be a proportionate reduction of rent until the Premises are repaired and ready for Tenant's occupancy, such proportionate reduction to be based upon the extent to which the making of repairs interferes with Tenant's reasonable use of the Premises.
- (C) The tenant acknowledges that the premises are in clean and showable condition except as noted in the inspection report. The Tenant agrees to return the premises in the same clean and showable condition. By signing this lease the tenant agrees that they have received the inspection report and acknowledge it is their responsibility to return this document to Denver Real Estate Moguls within 3 days of occupancy.

- (D) Agent has equipped the premises with *carbon monoxide detectors* as required by state law. By Colorado law the tenants agree to keep, test and maintain all carbon monoxide alarms in good repair. Resident must notify the agent if any carbon monoxide alarm is not functioning, missing or is the agent of any deficiency in any carbon monoxide alarm that the resident cannot correct.
- (E) The property owner and the tenants further agree that Owner and Owner's Agent will not be held liable for any damages or losses to person or property caused by tenants or other persons including but not limited to; theft, burglary, assault, vandalism or other crimes. Owner and Owner's Agent shall not be liable for personal injury or for damage to or loss of Residents personal property (furniture, jewelry, clothing etc.) including but not limited to; fire, flood, water leaks, rain hail, snow, smoke, explosions, interruption of utilities, asbestos, mold or acts of God.

12. RENTERS INSURANCE:

Tenant agrees to maintain, at its sole expense, a renter's insurance policy by an A rated commercial insurance company which shall cover a minimum of \$100,000 property damage insurance (family liability insurance) which, in the event of a fire, theft or other damage, will be first used to restore the premises and existing property such as; appliances, and to cover the costs to replace the tenant's personal property at a condition equal to or greater than the condition prior to the incident. Landlord shall be entitled to a lien against all insurance proceeds in an amount equal to the damage of the premises to insure restoration. Proof of insurance shall be sent to the management company within 3 days of occupancy, by email or by US mail. Providing proof of insurance is the tenant's responsibility, Denver Real Estate Moguls is not responsible for the tenant's obligations of obtaining and maintaining their renter's insurance policy. Tenants agree to notify Denver Real Estate Moguls immediately if the tenant changes and/or cancels their renter insurance policy. Tenants shall name Denver Real Estate Moguls as an additional interest on the renter's insurance policy.

13. ASSIGNMENT AND SUBLETTING:

Tenant shall not voluntarily or by operation of law assign, transfer, sublet, mortgage or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent which consent shall not be unreasonably withheld. The consent to one assignment or subletting shall not be construed as consent to any subsequent assignment or subletting.

14. LATE CHARGE:

If any portion of the rent is not received by the Landlord by the 3rd of the month, Tenant shall be obligated to immediately pay all rent owed along with a "Late Fee" in the amount of **Fifty Dollars**, (\$50.00). If any portion of the rent, including "Late Fee" is not paid in full by the tenth day of the month an additional "Late Fee" shall be assessed to Tenant in the amount of **Two Hundred Dollars**, (\$200.00). Tenant will be obligated to pay an additional **Twenty-five**, (\$25) per day for each day after the 10th that the balance remains unpaid and this shall be considered "additional rent." Tenant agrees to pay **One Hundred Dollars** (\$100.00) for each bounced/returned check or returned EFT. If rent is not received by the 3rd of the month a 3-day demand for compliance or possession will be posted on the front door. Then the Landlord will proceed with eviction procedures in accordance with Colorado State Law. Tenant will also pay **one hundred dollars** (\$100) for each time the tenant is served in person or a notice is put on the premises.

15. DEFAULT:

It is agreed between the parties hereto that if any rent shall be due hereunder and unpaid, or if Tenant shall default and breach any other covenant or provision of the Lease, then the Landlord, after giving the proper notice required by law, may re-enter the Premises and remove any property and any and all persons in the manner allowed by law. The Landlord may, at its option, either maintain this Lease in **full force** and effect and recover the rent and other charges as they become due or, in the alternative, terminate this Lease. In addition, the Landlord may recover all rentals and any *other damages* including but not limited to attorney's fees, vacancies, and pursue any other rights and remedies, which the Landlord may have against the Tenant by reason of such default as provided by law. Tenant must pay a \$500.00 administration fee to Denver Real Estate Moguls when any lease is breached, this fee does *not* include any financial costs due to the landlord for breaching the lease. This fee is in addition to any other fee, vacancies or any other financial costs. The tenant (s) will also be responsible for all costs associated with any vacancy due to their breach of contract.

16. ABANDONMENT:

Tenant shall not vacate or abandon the Premises or let or have the power turned off at any time during the term of this Lease.

17. ENTRY BY LANDLORD:

The Tenant shall permit the Landlord and/or its agents to enter into and upon the Premises at all reasonable times and upon reasonable notice for the purpose of inspecting it or for the purpose of maintaining the Premises, or for the purpose of exhibiting the Premises to prospective purchasers or tenants. If tenant does not comply with showings scheduled 24 hours in advance the tenant will be fined \$100 for each showing not allowed.

18. ATTORNEY'S FEES:

If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit this includes but is not limited to attorney's fees, court costs, administration costs, service fees, and other fees and costs related to the suit.

19. SURRENDER:

On the last day of the term of this Lease, Tenant shall surrender the Premises to Landlord and/or management company by no later than 2:00 pm, in good condition/ repair, garage broom swept (if any), holes and marks repaired on walls, carpets professionally cleaned, and the entire home cleaned, including the windows. Keys must be left at the Denver Real Estate Moguls office (there is a slot in the door) or at a predetermined and agreed upon location. However, we are not responsible for the keys until our staff physically retrieves the keys.

20. HOLDINGOVER:

If Tenant, with the Landlord's consent, remains in possession of the Premises after expiration or termination of the term of this Lease, such possession by Tenant shall be deemed to be a tenancy from month-to-month at a rental in the amount of the then prevailing market rent as reasonable determined by Landlord, but not less than that of the last monthly rental plus all other charges payable hereunder, and upon all the provisions of this Lease applicable to such a month-to-month tenancy. Notice to vacate must be made in writing by the landlord or tenant mailed, certified mail to tenant or landlord giving 30 days' notice to vacate the premises. Notice must be given on the first of the month or before so that the tenants must vacate the premises on the last day of the month.

21. BINDING ON SUCESSION AND ASSIGNS:

Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition. The terms, conditions, and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors and assigns.

22. NOTICES:

Whenever under this Lease a provision is made for any demand, notice or declaration of any kind, it shall be in writing and served either personally or sent by registered or certified United States mail, postage prepaid, addressed at the address as set forth below:

TO LANDLORD AT: Denver Real Estate Moguls

1449 Pennsylvania St. #5

Denver, CO 80203 (720) 284-4411

Or you may email us by going to our website at <u>www.denverrealestatemoguls.com</u> or through your online account.

Such notice shall be deemed received within seventy-two (72) hours from the time of mailing, if mailed as provided for in this paragraph.

23. PROPERTY INSPECTION REPORT:

An inspection checklist showing existing damages, defects and necessary cleaning shall be completed by the tenant and *submitted* to the Landlord or Agent within 3 days of occupancy, such terms are attached to this lease and part of it.

24. TIME:

Time is of the essence of this Lease.

25. LANDLORD'S PERSONAL BELONGINGS:

Tenant hereby agrees that all appliances are now in good operable condition.

26. JOINT AND SEVERAL OBLIGATIONS:

"Party" shall mean Landlord and Tenant; and if more than one person or entity is the Landlord or Tenant, the obligations imposed on the party shall be joint and several. All tenants are responsible for one hundred percent of this lease agreement.

Denver Real Estate Moguls recommends you have an attorney look at your lease before signing.

The parties hereto have executed this Lease and addendums on the date first above written.

LANDLORD:	
TENANTS:	

ADDENDUM TO LEASE: SECURITY DEPOSIT/MOVE-IN, MOVE-OUT

SECURITY DEPOSIT: According to Colorado State law 38-12-103, the property owner (landlord) is responsible for keeping, making all decisions, and dispersing all deposits. Denver Real Estate Moguls is the property manager only and is not responsible for your security deposit or any decisions regarding your security deposit. The tenants shall not hold Denver Real Estate Moguls liable for any decisions regarding the security deposit nor will Tenant(s) defame, slander, assault or harass Denver Real Estate Moguls about the security deposit as Denver Real Estate Moguls does not make these decisions they are made solely by the property owner / landlord. Denver Real Estate Moguls will act as a messenger only to help facilitate any communication about the Security Deposit. However, no information about the security deposit will be given until after the security deposit is returned or the allotted 60 days given to the owner to return the security deposit has expired.

MOVE-IN: The property is rented "AS IS" the owner nor DREM will make any repairs to the property unless they are safety concerns, or the repairs have been agreed upon in writing before the lease is signed by all parties. Denver Real Estate Moguls nor the owner/landlord has no way of guaranteeing that the property will be move in ready by your standards. In most circumstances DREM does not receive the property back until the 31st or the 1st of the new month. All properties are rented in an as-is condition as stated in your lease. However, we will strive to make sure that the property is safe, clean (including carpets), lawn is maintained to neighborhood standards, and that the walls are free of large holes and major scuffs. Although we hope this will be accomplished before your move in date we cannot nor do we guarantee this. We may have to work around you as we coordinate certain cleaning or maintenance items and of course you have the right to start your lease later if you feel this is necessary, but this must be negotiated and agreed upon by the Landlord/Owner before the lease is signed. Tenant(s) will be provided with a move-in check sheet that must be returned to Denver Real Estate Moguls no later than 3 days from move-in or it will not be accepted.

MOVE-OUT: The property must be turned over to Denver Real Estate Moguls or the Owner/Landlord no later than 2:00 pm on the last day of your lease. The tenants will be fined \$200 per day for every day they do vacate the property at 2:00 pm on the last day of your lease, unless otherwise agreed upon in writing by both parties. The property must be left cleaned according to your lease. Keys may be dropped off in the mail slot at our office in the door (red door) at 1449 Pennsylvania St., Denver, CO 80203. However, we are not responsible for the keys until our staff physically retrieves the keys. Keys may be left at the property if this is agreed upon and is determined safe by our staff.

In case of a conflict between the provisions of this lease addendum and any other provisions of the lease, the provisions of this addendum shall govern.

Tenant:	

ADDENDUM TO LEASE: CRIME / DRUG-FREE

- Tenant(s), any members of the resident's household, a guest or other person affiliated in any way with the resident shall not engage in any criminal activity that the state or federal government deems a criminal activity, including but not limited to; drugs, robbery, threats, intimidation, assaults, slander/defamation, etc...
- Tenant(s) shall not engage in any act that facilitates criminal activity.
- Tenant(s) will not permit the premises to be used for or to facilitate criminal activity, including drug related criminal activity.
- Tenant(s) shall not engage in the unlawful manufacturing/growing, selling, using, storing or giving of a controlled substance.

VIOLATION OF THE ABOVE PROVISIONS SHALL BE CONSIDERED A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND SUFFICIENT CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.

Criminal activity refers to any criminal activity that the state or federal government deems a criminal activity.

In case of a conflict between the provisions of this lease addendum and any other provisions of the lease, the provisions of this addendum shall govern.

Tenant:	

ADDENDUM TO LEASE: PEST CONTROL

- At the time of this lease signing Denver Real Estate Moguls currently does not know of any type of insect or pest problems.
- After the tenant has occupied the premises for 1 month all pest and insect related problems are the responsibility of the tenants.
- Denver Real Estate Moguls nor the Landlord will not be held responsible for any damage done to the tenant(s) personal property.
- Tenant(s) are responsible for any damage done to the property by any pest or insect, if the tenant(s) were negligent in reporting and/or remedying any pest or insect related problems.

In case of a conflict between the provisions of provisions of this addendum shall govern.	this lease addendum and any other provisions of the lease,	the
Tenant:		



PET ADDENDUM TO RENTAL LEASE AGREEMENT

The Landlord agrees that the pet(s) described on page 2 of the Rental Lease Agreement may be permitted on the property. The Rental Lease Agreement is hereby amended to grant permission to the Tenant(s) to keep the pet(s) under the following terms and conditions: The PET PAYMENT is only for normal wear and tear of the property and is non-refundable, any damage done to the property by a pet will be deducted from your security deposit.

<u>Damages.</u> Tenant(s) agree that any damage, excluding ordinary wear and tear, to the exterior or interior of the premises, grounds, flooring, walls, trim, finish, tiles, carpeting, or any stains, etc., caused by pet(s) is the *full responsibility* of the Tenant and that Tenant will pay *all* costs involved in the restoration to its original condition, including those *in-excess* of the security deposit. If because of any such stains, etc., said damage is such that it cannot be removed, then Tenant hereby agrees to pay the full expense of replacement.

<u>Disturbance/neglect.</u> Tenant(s) shall keep the pet from causing any annoyance or discomfort to others and to immediately remedy any complaints concerning the pet. It is further agreed that if efforts to contact the Tenant(s) are unsuccessful, the Landlord or the Landlord's agents may enter Tenant(s)' apartment if there is reasonable cause to believe an emergency situation exists with respect to the pet. Examples of an emergency situation include abuse, abandonment, or any prolonged disturbance, including excessive barking. If it becomes necessary for the pet to be put out for board, any and all costs incurred will be the sole responsibility of the Tenant(s).

Indemnity. Tenant(s) agrees to indemnify, hold harmless, and defend Landlord or Landlord's agents against all liability, judgments, expenses (including attorney's fees), or claims by third parties for any injury to any person or damage to property of any kind whatsoever caused by the Tenant(s)'s pet(s). A Pet Liability Policy can be added as a rider to most renter insurance policies.

<u>Homeowner's Association.</u> In addition, Tenant(s) agrees to read, understand and abide by the Homeowner's Association bylaws, code of regulations, and other equivalent documents, which are hereby incorporated by reference. This includes picking up and disposing of the pet's droppings on Homeowner Association grounds properly and quickly. This only applies to properties that have an HOA.

Should the resident fail to comply with any part of this Pet Agreement, the Landlord reserves the right to revoke permission to keep the pet on the premises. In such event, the Tenant(s) agrees to permanently remove the pet from the premises within 48 hours of receiving written notice thereof from the Landlord; failure to comply shall be grounds for immediate termination of the Rental Lease Agreement.

I ACCEPT FINANCIAL RESPONSIBILITY FOR THE ENTIRE AMOUNT OF ANY DAMAGES OR INJURY TO PERSONS OR PROPERTY THAT MAY OCCUR BECAUSE OF MY PET(S). I UNDERSTAND THAT VIOLATIONS OF ANY OF THESE RULES MAY BE GROUNDS FOR REMOVAL OF MY PET(S) AND/OR TERMINATION OF MY TENANCY.

Tenant Signature		

Please email to Tasha at <u>denverrealestatemoguls@hotmail.com</u> or mail to 1449 Pennsylvania Street #5 Denver CO 80203

Must be returned 3 days after move in.

Property Inspection Report

Property		Unit	
Type of Unit	Occupant		
Move-in Date			

Items	Condition	Condition	Cost to Correct
Items	Move-in	Move-out	Cost to Correct
	3,20,70 00		
Living Room and Dining Room			
 Doors and Locks 			
 Floors and Baseboards 			
 Walls and Ceilings 			
 Windows and Drapes 			
• Electrical Switches, Outlets			
• Closets			
Kitchen			
Doors and Locks			
Floors and Baseboards			
 Walls and Ceilings 			
Electrical Fixtures			
• Electrical Switches, Outlets			
Range and Refrigerator			
• Sink			
• Cabinets			
Caomets			
Bedroom(s)			
 Doors and Locks 			
 Floors and Baseboards 			
 Walls and Ceilings 			
 Electrical 			
• Electrical Switches, Outlets			
Windows and Drapes			
• Closets			

Dothuo am(a)			
Bathroom(s) Doors and Locks			
 Floors and Baseboards 			
Walls and Ceilings			
Windows and Drapes			
• Shower			
Lavatory and Tub			
• Faucets			
• Toilet			
Electrical Fixtures			
• Electrical Switches, Outlets			
• Closet			
Towel Rack			
Outside			
Roof			
• Gutters			
• Fence			
• Lawn			
• Trees/Shrubs			
Outside faucets			
Garage door (F)			
Garage door (B)			
Paint			
• Faint			
Lawn			
Basement			
		Total	
			
Tenant (s) signatures		Da	te

COLORADO REAL ESTATE COMMISSION LEASING FORMS



All Seasons, LLC Matthew G. Rogers Ph: (719) 632-3368 Fax: (719) 632-4290 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (LC57-8-13) (Mandatory 1-14) THIS IS A BINDING CONTRACT. THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING. 12 13 Compensation charged by brokerage firms is not set by law. Such charges are established by each real estate brokerage firm. 17 DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE LANDLORD AGENCY. 18 TENANT AGENCY, SELLER AGENCY, BUYER AGENCY OR TRANSACTION-BROKERAGE. 19 20 21 **EXCLUSIVE RIGHT-TO-LEASE LISTING CONTRACT** 22 23 24 ► LANDLORD AGENCY ■ TRANSACTION-BROKERAGE 25 26 Date: 27 29 1. AGREEMENT. Landlord and Brokerage Firm enter into this exclusive, irrevocable contract (Landlord 30 Listing Contract) and agree to its provisions. Broker, on behalf of Brokerage Firm, agrees to provide brokerage 31 services to Landlord. Landlord agrees to pay Brokerage Firm as set forth in this Landlord Listing Contract. 32 33 BROKER AND BROKERAGE FIRM. 34 35 2.1. Multiple-Person Firm. If this box is checked, the individual designated by Brokerage Firm to serve as 38 the broker of Landlord and to perform the services for Landlord required by this Landlord Listing Contract is 37 called Broker. If more than one individual is so designated, then references in this Landlord Listing Contract to 38 39 Broker include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers 41 employed or engaged by Brokerage Firm who are not so designated. 42 □ 2.2. One-Person Firm. If this box is checked, Broker is a real estate brokerage firm with only one licensed 43 44 natural person. References in this Landlord Listing Contract to Broker or Brokerage Firm mean both the 45 licensed natural person and brokerage firm who serve as the broker of Landlord and perform the services for Landlord required by this Landlord Listing Contract. 47 48 49 3. DEFINED TERMS. 50 51 3.1. Landlord: 52 53 3.2. Brokerage Firm: All Seasons, LLC 54 55 56 3.3. Broker: Matthew G. Rogers 57 58 59 3.4. Premises: The Premises is the following legally described real estate in the County of , 60 Colorado: 61

known as No. , CO, together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of owner of the Premises (Owner) in vacated streets and alleys adjacent thereto, if applicable, except as herein excluded.

3.5. Lease; Sale.

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3.5.1. Lease of the Premises or Lease means any agreement between the Landlord and a tenant to

LC57-8-13.	EXCLUSIVE RIGHT-TO-LEASE LISTING CONTRACT	Page 1 of 8
	Landlord Initials	
	CTMeContracts.com - ©201	7 CTM Software Corp.

71 72	create a fenancy or leasehold interest in the Premises.	
73	3.5.2. If this box is chacked, Landlord represents to Broker that Landlord has the right and authority	
74	from Owner, authorizes Broker to negotiate the cale of the Promises. Sale of the Promises or Sale meens the	
75	voluntary transfer or exchange of any interest in the Premises or the voluntary creation of the obligation to	
76	convoy any interest in the Premises, including a contract or lease. It also includes an agreement to transfer any	
77	ownership interest in an entity which owns the Premises.	
79	3.6. Listing Period. The Listing Period of this Landlord Listing Contract begins on See Property	
80		
38.1	Management Agreement, and continues through the earlier of (1) completion of the Lease of the Promises	
82	or (2) See Property Management Agreement, and any written extensions (Listing Period). Broker must	
83	continue to assist in the completion of any Lease or Sale for which compensation is payable to Brokerage Firm	
84	under § 7 of this Landlord Listing Contract.	
85	3.7. Applicability of Terms. A check or similar mark in a box means that such provision is applicable. The	
87	abbreviation "N/A" or the word "Deleted" means not applicable. The abbreviation "MEG" (mutual execution of	
88	this contract) means the date upon which both parties have signed this Lendlord Listing Contract. For purposes	
83		
90	of this agreement, Landlord includes sublandlord and tenant includes subtenant.	
92	3.8. Day; Computation of Period of Days, Deadline.	
93	3.6.1. Day. As used in this Landlord Listing Contract, the term "day" means the entire day ending at	
112	11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).	
9.5	3.8.2. Computation of Period of Days, Deadline. In computing a period of days, when the ending	
96	date is not specified, the first day is excluded and the last day is included, e.g., three days after MEC. If any	
98	deadline falls on a Saturday, Sunday or federal or Colorado state hollday (Heliday), such deadline 🖾 🖼 📗	
39	Will Not be extended to the next day that is not a Saturday, Sunday or Holiday. Should heither box be	
100	checked, the deadline will not be extended.	
102		
103	4. BROKERAGE RELATIONSHIP.	
1.04	4.1. If the Landlord Agency box at the top of page 1 is checked, Broker represents Landlord as	
105	Landlord's limited agent (Lendlord's Agent). If the Transaction-Brokerage box at the too of page 1 is checked,	
100	Broker acts as a Transaction-Broker.	
107	4.2. In-Company Transaction - Different Brokers. When I annibrd and tenant in a transaction are	
109	working with different brokers, those brokers continue to conduct themselves consistent with the brokerage	
110		
111	relationships they have established. Landlord acknowledges that Brokerage Firm is allowed to offer and pay	
112	compensation to brokers within Brokerage Firm working with a tenant.	
114	4.3. In-Company Transaction One Broker, If Landford and Ienant are polh working with the same	
115	broker, Broker must function as:	
118	4.3.1. Landlord's Agent. If the Landlord Agency box at the top of page 1 is checked, the parties	
117	agree the following applies:	
118	4.3.1.1. Landlord Agency Only, Unless the box in § 4.3.1.2 (Landlord Agency Unless	
129	Brokerage Relationship with Both) is checked, Broker represents Landlord as Landlord's Agent and must	
121	freat the tenant as a customer. A customer is a party to a transaction with whom Broker has no brokerage	
122	relationship. Broker must disclose to such customer Broker's relationship with Landlord.	
123	4.3.1.2. Landlord Agency Unless Brokerage Relationship with Both. If this box is checked	
125	Broker represents Landford as Landford's Agent and must treat the tenant as a customer, unless Broker	
128	currently has or enters into an agency or Transaction-Brokerage relationship with the tenant, in which case	
127	Broker must act as a Transaction-Broker,	
128	4.3.2. Transaction-Broker. If the Transaction-Brokerage box at the top of page 1 is checked, or in	
130	- 10 - 10 - 10 - 10 - 10 - 10 - 10 - 10	
131	the event neither box is checked. Broker must work with Landlord as a Transaction-Broker. A Transaction-	
132	Broker must perform the duties described in § 5 and facilitate lease transactions without being an advocate or	
133	agent for either party. If Landlord and tenant are working with the same broker, Broker must continue to	
134	function as a Transaction-Broker.	
136		
107	BROKERAGE DUTIES. Brokerage Firm, acting through Broker, as either a Transaction-Broker or a	
135	Landlord's Agent, must perform the following: Uniform Duties when working with Landlord:	
139	5.1. Broker must exercise reasonable skill and dare for Landford, including, but not limited to the	
LC37-S-1	3. EXCLUSIVE RIGHT-TO-LEASE LISTING CONTRACT Page 2 of 8	_

Landlord Initials __

181	following:
142	5.1.1. Performing the terms of any written or oral agreement with Landlord;
143	5.1.2. Presenting all offers to and from Landlard in a timely manner regardless of whether the
145	Premisos is subject to a lease or letter of Intent to lease:
146	5.1.3. Disclosing to Landlord adverse material facts actually known by Broker;
147	5.1.4. Advising Landlord regarding the transaction and advising Landlord to obtain expert advice as
148	to material matters about which Broker knows but the specifics of which are beyond the expertise of Broker.
150	5.1.5. Accounting in a timely manner for all money and property received; and
15	5.1.6. Keeping Landlord july informed regarding the transaction.
152	5.2. Broker must not disclose the following information without the informed consent of Landlord:
154	5.2.1. That Landlord is willing to accept less than the asking lease rate for the Premises;
155	\$.2.2. What the motivating factors are for Landlord to lease the Premises;
158	5.2.3. That Landlord will agree to Loase lerms other than those offered;
158	5.2.4. Any material information about I and/ord unless disclosure is required by law or failure to
59	disclose such information would constitute fraud or dishonest dealing; or
160	5.2.5. Any facts or suspicions regarding circumstances that could psychologically impact or
	stigmatize the Promises.
185	5.3. Landlord consents to Broker's disclosure of Landlord's confidential information to the supervising
184	broker or designee for the purpose of proper supervision, provided such supervising prover or designee does
166	not further disclose such information without consent of Landland, or use such information to the detriment of
107	Land ord.
168	5.4. Brokerage Firm may have agreements with other landlords to market and lease their premises.
176	Broker may show alternative premises not owned by Landlord to other prospective tenants and list composing
	premises for lease.
172	5.5. Broker is not obligated to saak additional offers to Lease the Premises while the Premises is subject
178	to a lease.
175	5.6. Broker has no duty to conduct an independent inspection of the Premises for the benefit of a tenant
179	and has no duty to independently verify the accuracy or completeness of statements made by Eandlord or
178	Independent inspectors. Broker has no duty to conduct an Independent Investigation of a tenant's financial
179	condition or to verify the accuracy or completeness of any statement made by a tenant.
180	5.7. Landlord understands that Landlord is not liable for Broker's acts or omissions that have not been
82	approved, directed, or ratified by Landlord.
:83	5.8. When asked, Broker Will Dwill Not disclose to prospective lenants and cooperating prokers the
	existence of offers on the Premises and whether the offers were obtained by Broker, a broker within Brokerage
86	Firm or by another broker.
187	A ADDITIONAL PURIFIC OF LAND POPUL ADDITIONAL PROPERTY AND ADDITIONAL PROPERTY
	6. ADDITIONAL DUTIES OF LANDLORD'S AGENT. If the Landlord Agency box at the top of page 1 is
90	checked, Broker is Landlore's Agent, with the following additional duties:
91	 8.1. Promoting the interests of Landlord with the utmost good faith, loyalty and fidelity; 5.2. Seeking lease raies and terms that are set forth in this Landlord Listing Contract; and
93	6.3. Counseling Landlord as to any material benefits or risks of a transaction that are actually known by
- 0.4	Broker.
155	DI ONE.
196	7. COMPENSATION TO BROKERAGE FIRM, COMPENSATION TO COOPERATIVE BROKER, Landlord
6 6 6	agrees that any Brokerage Firm compensation that is conditioned upon the Legise of the Promises will be
188	carned by Brokerage. Firm as set forth herein without any discount or allowance for any efforts made by
	Landlord or by any other person in connection with the Lease of the Premises.
202	7.1. Amount. In consideration of the services to be performed by Broker, Land ord agrees to pay
283	Brokerage Firm as follows.
204	7.1.1. Lease Commission. (1) 12.0% of the gross rent under the Lease, or (2) N/A, in U.S. dollars.
208	7.1.2. Sales Commission. If the box in § 3.5.2 is checked. Brokerage Firm will paid a fee equal to (1)
207	M/A% of the gross purchase price or (2) M/A, in U.S. dollars, payable upon delivery of doed.
208	7.1.3 Other Compensation.
210	
LU57-8-13.	EXCLUSIVE RIGHTI-TO LEASE LISTING CONTRACT Page 3 of 8

211	N/A
12	7.2. Cooperative Broker Componsation. Brokerage Firm offers compensation to nutside brokerage
13	times, whose brokers are acting as:
15	☑ Terrant Agents: TBD % of the gross rent under the Lease or TBD in U.S. dollars.
16	Transaction-Brokers: TBD % of the gross runt under the Lease or TBD. In U.S. dollars.
17 19	7.3. When Earned. Such commission is earned upon the occurrence of any of the following.
10	7.3.1. Any Lease of the Premises within the Listing Period by Landlord, by Broker or by any other
20	person:
25	7.3.2. Broker finding a tenant who is ready, willing and able to complete the Lease or Sale as
23	specified in this Landlord Listing Contract; or
22	7.3.3. Any Lease (or Sale if \$ 3.5.2 is checked) of the Premises within 60 calendar days after the
25	Listing Period expires (Holdover Period) (1) to arryone with whom Broker degotiated and (2) whose name was
227	submitted, in writing, to Landlord by Broker during the Listing Period (Submitted Prospect). Provided, however,
228	Landlord Will Will Not owe the commission to Brokerage Firm under this § 7.3.3 if a commission is
229 230	earned by another licensed real estate brokerage firm acting pursuant to an exclusive agreement entered into
31	during the Heldover Period and a Lease or Sale to a Submitted Prospect is consummated. If no box is checked
32	in this § 7.3.9, then Landford does not owe the commission to Brokerage Firm.
33	7.4. When Applicable and Payable. The commission obligation applies to a Lease made during the
85	Listing Period or any written extension of such original or extended term. The commission described in § 7.1.1
596	is payable upon mutual execution of the Lease or possession, whichever occurs first, or M/A, as contemplated
237	by § 7.3.1 or § 7.3.8, or upon fulfillment of § 7.3.2 where either the offer made by such tenant is not accepted
239	by Landlord or by the refusal or neglect of Landlord to consummate the Lease as agreed upon.
448	7.5 Extensions/Renewals/Expansion. 3roker □Will ☑Will Not be paid a fee in the event:
241 243	Tenant, exercises an option to Extend or Element under the lease.
248	☐ Tenant expands into additional space within the building or complex where the Promises is located
244	If Brokerage Firm is to be paid a lee for such extension, renewal or expansion, such tee is in the amount of
245 245	N/A, and is due and payable upon the Exercise by tenant of such right to extend or renew the Lease or
247	upon the exercise by tenant to expand the Premises. Upon the Commencement of any such extended,
243	renewed or expansion term of the Lesse, or \(\bullet \) M/A.
249	Delegation of the second of th
251	3. LIMITATION ON THIRD-PARTY COMPENSATION, Neither Broker nor the Brokerage Firm, except as set
252	forth in § 7, will accept compensation from any other person or entity in connection with the Premises without
253 254	the written consent of Landlord. Additionally, neither Broker nor Brokerage Firm is permitted assess or receive
255	mark-ups or other compensation for services performed by any third party or offiliated business entity unless
256	Landlord signs a separate written consent for such services.
257 258	9. DTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICES AND MARKETING. Landlard has
259	been advised by Broker of the advantages and disadvantages of various marketing methods, including
250	advertising and the use of multiple listing services (MLS) and various methods of making the Premiscs
201 262	advertising and the use of montple issuing services (vites) and vite of the control of the brokerage (irms (e.g., using tack boxes, by-appointment-only showings, etc.), and whether
260	some methods may limit the ability of another broker to show the Pramises. After having been so advised.
284	some memors may timit the ability of another broker to show the restriction.
268	Landlord has chosen the following: 9.1. MLS/Information Exchange.
267	9.1.1. The Premises ₩iii □will Not be submitted to one or more MLS and ☑will □will Not be
268	submitted to one or more properly Information exchanges. If submitted, Landlord authorizes Broker to provide
269 270	timely notice of any status change to such MLS and information exchanges. Upor consummation of a
271	transaction, Landlord authorizes Broker to provide lease information to such MLS and information exchanges.
272	9.1.2. Landlord authorizes the use of electronic and all other marketing methods except:
272	N/A.
275	9.1.3. Landlord further authorizes use of the data by MLS and property information exchanges, if
278	
277	9.1.4. The Premises Address Will Will Not be displayed on the Internet.
2/9	9.1.5. The Premises Listing Will Dwill Not be displayed on the Internet.
280	D 4.195
57-8-	3. TXCLUSIVE RIGHT-TO-LEASE LISTING CONTRACT Page 4 of 8
	Landlord Initials

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31	s
31	 RENTAL RATE AND TERMS. The following Fiertal Rate and Terms are acceptable to Landlord:
35	11.1. Rental Rate, U.S. \$Sea Property Management Agreement
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33	4 13.1.1. The Lease includes the following items (Inclusions):
33	and a salam of management and account of the salam of the
33	Fine Inclusions will be leased by Landlord to tenant, all in their present condition.
33	
34	the state of the s
34	13.2. Exclusions. The following are excluded (Exclusions):
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LCS7-	8-19. EXCLUSIVE RIGHTTO-LEASE LISTING CONTRACT Page 5 of 8
	Landlord Initials
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POSSESSION. Possession of the Premises will be delivered to tenant as follows:

16. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.

16.1. Broker's Obligations. Colorado law requires a broker to disclose to any prospective tenant all adverse material facts actually known by such broker including but not limited to adverse material facts partaining to the title to the Premises and the physical condition of the Premises, any material defects in the Premises, and any environmental hazards affecting the Premises which are required by law to be disclosed. These types of disclosures may include such matters as structural defects, soil conditions, violations of health, zoning or building laws, and nonconforming uses and zoning variances. Lanctord agrees that any tenant may have the Premises and Inclusions inspected and authorizes Broker to disclose any facts actually known by Broker about the Premises.

16.2. Lanctord's Obligations.

16.2.1. Landlord's Premises Disclosure Form. Disclosure of known material latent (not obvious) defects is required by law. Landlord ⊠Agrees □Does Not Agree to provide a written disclosure of adverso matters regarding the Premises completed to Landlord's current, actual knowledge.

16.2.2. Lead-Based Paint. Unless exempt, if the improvements on the Premises include one or more residential dwellings for which a building permit was issued prior to January 1, 1978, a completed Lead-Based Paint Disclosure (Rental) form must be signed by Landford and the real estate licensees, and given to any potential tenant in a timely manner.

16.2.3. Carbon Monoxide Alarms. Note: If the improvements on the Premises have a fuel-fired heater or appliance, a fireplace, or an attached garage and one or more rooms lawfully used for sleeping purposes (Bedroom), Landlord understands that Colorado law requires that Landlord assure the Premises has an operational carbon monoxide alarm installed within lifteen feet of the entrance to each Bedroom or in a location as required by the applicable building code, prior to offering the Premises for loase or safe.

16.2.4. Condition of Premises. The Premises will be delivered in the condition existing as of the date of the lease or sales contract, ordinary wear and tear excepted, unless Landlord, at Landlord's sole option, agrees in writing to any repairs or other work to be performed by Landlord.

17. RIGHT OF PARTIES TO CANCEL.

17.1. Right of Lendlord to Cancel. In the event Broker detaults under this Landord Listing Contract, Landlord has the right to cancel this Landlord Listing Contract, including all rights of Brokerage Firm to any compensation if the Landlord Agency box is checked. Examples of a Broker default include, but are not i mited to (1) abandonment of Landlord, (2) failure to fulfill all material obligations of Broker, and (3) failure to fulfill all material Uniform Duties (§ 5) or, if the Landlord Agency box at the top of page 1 is checked, the failure to fulfill all materia. Additional Duties Of Landlord's Agent (§ 6). Any rights of Landlord that accrued prior to cancellation will survive such cancellation.

17.2. Right of Broker to Cancel. Brokerage Firm may cancel this Landlord Listing Contract upon written notice to Landlord that title is not satisfactory to Brokerage Firm. Although Broker has no obligation to investigate or inspect the Premises and no duly to verify statements made. Brokerage Firm has the right to cancel this Landlord Listing Contract if any of the following are unsatisfactory (1) the physical condition of the Premises or Inclusions, (2) any proposed or existing transportation project, road, street or highway, (3) any other activity, occir or noise (whether on or off the Premises) and its effect or expected effect on the Premises or its occupants, or (4) any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Premises. Additionally, Brokerage Firm has the right to cancel this Landlord Listing Contract II Landlord or occupant of the Premises feils to reasonably cooperate with Broker or Landlord defaults under this Landlord Listing Contract. Any rights of Brokerage Firm that accrued prior to cancellation will survive such cancellation.

18. COST OF SERVICES AND REIMBURSEMENT. Unless otherwise agreed upon in writing. Brokerage Himm must bear all expenses incurred by Brokerage Firm, if any, to market the Promises and to compensate ecoperating brokerage Hims, if any, Notther Broker nor Brokerage Firm will obtain or order any other products of services unless Landlord agrees in writing to pay for them promptly when due (examples: space planning,

419	directions among the property and the bart	CAN DESCRIPTION DO ACCORDO OF THE	2002
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CST-2-12	EXCLUSIVE RIGHT-TO LEAST LISTING CONTRACT	Page 6 of S	

Landford I	luitiels			description of		-
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\$21 drawings, surveys, radon tests, little reports, engineering studies, property inspections). Unless otherwise 422 agreed, neither Broker nor Brokerage Firm is obligated to advance funds for Landlord Handlord must 423 reimburse Brokerage Firm for payments made by Brokerage Firm for such products or services authorized by 424 \$25 Landford.

- DISCLOSURE OF SETTLEMENT COSTS. Landlord acknowledges that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title 480 comparies).
- 483 20. MAINTENANCE OF THE PREMISES. Nei her Broker nor Brokerage Firm is responsible for maintenance of the Premises nor are they liable for damage of any kind occurring to the Premises, unless such damage is caused by their negligence or intentional misconduct.
- NONDISCRIMINATION. The parties agree not to discriminate unlawfully against any prospective tenant because of the race, creed, color, sex, sexual orientation, marital status, familial status, physical or mental disability, handicap, religion, national origin or ancestry of such person.
- 443 22. RECOMMENDATION OF LEGAL AND TAX COUNSEL By signing this document, Landford acknowledges that Broker has advised that this document has important legal consequences and has recommended consultation with legal and tax or other counsel before signing this Landford Listing Contract.
- 448 23. MEDIATION. If a dispute arises relating to this Landlord Listing Contract, prior to or alter possession of the Promisos, and is not resolved, the parties must first proceed in good faith to submit the matter to mediation. 450 Mediation is a process in which the parties most with an impartial person who helps to resolve the dispute informally and confidentially, Mediators cannot impose binding decisions. The parties to the dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable mediator and 455 will share equally in the cost of such mediation. The mediation, unless otherwise agreed, will terminate in the event the entire dispute is not resolved within 30 calandar days of the date written notice requesting mediation is delivered by one party to the other party's last known address. 460
- ATTORNEY FEES. In the event of any arbitration or litigation relating to this Landlord Listing Contract, €68 **24.** the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.
- 495 25. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.) 88 Because the verbiage in this form and the All Seasons, LLC Property Management Agreement

are similar, it is understood by all parties that the All Seasons, LLC Property Management Agreement prevalls.

- 473 26. ATTACHMENTS. The following are a part of this Landlord Listing Contract: 176 See Property Management Agreement
- 477 27. NO OTHER PARTY OR INTENDED BENEFICIARIES. Nothing in this Landlord Listing Contract is deemed to inure to the benefit of any person other than Landlord, Broker and Brokerage Firm.
- 4B 28. NOTICE, DELIVERY AND CHOICE OF LAW.

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28.1. Physical Delivery. All notices must be in writing, except as provided in § 28.2. Any document as igned document or notice, delivered to the other party to this Landlord Listing Contract, is effective upon physical receipt. Delivery to Landlord is effective when physically received by Landlord, any signate behalf of Landlord, any named individual of Landlord or representative of Landlord. 28.2. Electronic Delivery. As an alternative to physical delivery, any document, including a signed document or written riotice, may be delivered in electronic form only by the following indicated methods:				
£157-8 E	5. EXCLUSIVE RIGHT-TO-LEASE LISTING CONTRACT	Page 7 of 8		
	Landford Initials			
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491 492	☑ Facsimile ☑ E-mail ☑ Internet. If no box is checked, this § 28.2 is not applicable and § 28.3	
493	governs notice and delivery. Documents with original signatures will be provided upon request of any party.	
494	28.3. Choice of Law. This Landord Lieling Contract and all disputes arising hereunder are governed by	í
493	and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado	
496	residents who sign a contract in this state for properly located in Colorado.	
497	The state of the s	
498	29. MODIFICATION OF THIS LANDLORD LISTING CONTRACT. No subsequent medification of any of the	
500	terms of this Landlord Listing Contract is valid, binding upon the parties, or enforceable unless made in writing	
601	and signed by the parties.	
502	And adding all the Eastern	
503 504	30. COUNTERPARTS. This Landlord Listing Contract may be executed by each of the parties, separately.	
50a	and when so executed by all the parties, such copies taken together are deemed to be a full and complete	
503	contract between the parties.	
507 508	as industrial in parties.	
508	31. ENTIRE AGREEMENT. This agreement constitutes the entire contract between the parties, and any	
510	prior agreements, whether oral or written, have been merged and integrated into this Landlord Listing Contract	ŧ
511	prior agreements, whether oratio: written have been merged and magnified into this Estimated Date of the	la:
518	32. COPY OF CONTRACT. Landlord acknowledges receipt of a copy of this Landlord Listing Contract	
514	signed by Broker, including all attachments.	
515	signed by Broker, including all acad ments.	
516 517	Brokerage Firm authorizes Broker to execute this Land and Listing Contract on behalf of Brokerage Firm.	
518	Brokerago Firm Sulnorized Broke, to execute this Estitled a penal of penal of providing to providing the second penal of	
515		
520	P. W. C.	
521	Landlord. Date:	
523		
524		
525	Broker: Date:	
526 527	Matthew G. Rogers	
	Brokerage Firm's Name: All Seggons, LLC	
	Acdress: 1610 S. Tejon Street Golorado Springs, CO 80905	
	Ph. (719) 632-3368 Fax: (719) 632-4290 Email: matt@all-seasons.com	

LC57-8-13 EXCLUSIVE RIGHT-TO-LEASE LISTING CONTRACT

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1.037 & 13.	EXCLUSIVE RIGHT-TO-LEASE LISTING CONTRACT	Page 8 of 8
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Deriver Real Estate Moguis

Sean Gilliland Ph: 720-841-1021

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission, (LD17-6-15) (Mandatory 1-57)

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

BROKERAGE DISCLOSURE TO LANDLORD DEFINITIONS OF WORKING RELATIONSHIPS

For purposes of this document, "tandford" includes the owner of the Property or sub-tandford and "tenant" induces subtenant.

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

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

Transaction-Broker: A transaction-broker assists the tenant or landlord 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 disclosure; as agents about all adverse material facts actually known by the transaction-broker concerning a property or a tenant's financial ability to perform the terms of a transaction. 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,

RELATIONSHIP BETWEEN BROKER AND LANDLORD

Broker and Landlord referenced below have NOT entered into a Landlord agency (listing agency) agreement. The working relationship specified below is for a specific property or properties described as:

Landlord understands that Landlord is not liable for Broker's acts or omissions that have not been approved, directed, or radiied by Landlord.

LDE7.	BROKERAGE DISCLUSURE TO LANDLORD	Page 1 of 1	
	!citinls_		

On 12/30/2019, Broker provided Alison & Robert Hansen (Landlord) with this document via Internet and retained a copy for Broker's records.
BROKER ACKNOWLEDGEMENT:
Landlord: Alican Manager
7
Date: 1/6/2020
LANDLORD ACKNOWLEDGEMENT: Landlord acknowledges receipt of this document on 12/30/2019.
THIS IS NOT A CONTRACT. IT IS BROKER'S DISCLOSURE OF BROKER'S WORKING RELATIONSHIP.
Landord consents to Broker's disclosure of Landford's confidential information to the supervising broker or designed for the purpose of proper supervision, provided such supervising broker or designee shall not further disclose such information without consent of Landford, or use such information to the detriment of Landford.
Broker is <u>not</u> the agent of Landlord.
CHECK ONE BOX ONLY: Customer, Broker is the tenant's agent and Landlord is a customer. Broker as tenant's agent, intends to perform the following list of tasks: Show a property Prepare and Convey written offers, counteroffers and agreements to amend or extend the lease. Broker is not the agent of Landlord. Transaction-Brokerage Only. Broker is a transaction-broker assisting in the transaction.
person, than any references to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as Broker.
to any other orders employed or engaged by Brokerage Firm who are not so designated. Done-Person Firm. If Broker is a real estate brokerage firm with only one licensed natural
Multiple-Person Firm. Proker, referenced helow, is designated by Brokerage Firm to serve as Broker. If more than one individual is so designated, then references in this document to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or



ACCES TO MANAGEMENT AND ASSESSED.	tions of this form, except differentiated additions, have been approved by the Colorado remission. (BDA55-5-09)
THIS FORM I	HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT
	TAX OR OTHER COUNSEL BEFORE SIGNING.
DIFFERENT	BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE LANDLORD AGENCY,
TENANT AGE	ENCY, BUYER AGENCY, SELLER AGENCY OR TRANSACTION-BROKERAGE.
	S. ATHEROPE STORY AND ADDRESS OF THE STORY AND
	BROKERAGE DUTIES ADDENDUM
	TO PROPERTY MANAGEMENT AGREEMENT
	(Leasing Activities)
	M LANDLORD AGENCY ☐ TRANSACTION-BROKERAGE
	E DANDEGAD AGENT
This F	Broksrage Dutles Addendum (Addendum) is made a part of the agreement for the management
and leasing o	if the Property known as
(Property) w	hich is dated 12/30/2019 between Brukerage Firm and Landlord (Agreement). This
	upplements the Agreement.
Political Grain L. St.	Approximation of Approximation
1.BROKER	AND BROKERAGE FIRM.
1.1	Multiple Person Firm. If this box is checked, the individual designated by Brokerage Firm
to perform les	asing services for Landford is called Broker. If more than one individual is so designated, then
references in	this Addenium to Broker shall include all persons so designated, including substitute of
additional bet	skers. The brokerage relationship exists only with Broker and does not extend to the
	oker, Brokerage Firm or to any other prokers amployed or engaged by Rinkerage Firm who are
not so design	rated,
□ 1.2.	One-Person Firm, If this box is checked, Broker is a real astate brokerage firm with only natural person. References to Broker or Brokerage Firm mean both the licensed natural
one licensed	natural person. References to broker or brokerage i init mean both the wastess natural
	and and a second perform language provinces for I and ord
person and b	rokerage firm who shall perform leasing services for Landlord.
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2. DEFI 2.1. 2.2	Brokerage Firm: Denver Real Estate Moguis Brokerage Firm: Denver Real Estate Moguis
2. DEFI 2.1. 2.2. 2.3. shall act for the lop of thi	Brokerage Firm: Denver Real Estate Moguis Broker: Sean Gilliland or assist Landlord when performing leasing activities in the capacity as shown by the box checked is page 1.
2. DEFI 2.1. 2.2. 2.3. shall act for the lop of thi	Prokerage firm who shall perform leasing services for Landlord. NED TERMS. Landlord: Brokerage Firm: Denver Real Estate Moguis Broker: Sean Gilliland or assist Landlord when performing leasing activities in the capacity as shown by the box checked.
2. DEFI 2.1. 2.2. 2.3. shall act for othe top of the perform the top	Prokerage firm who shall perform leasing services for Landlord. NED TERMS. Landlord: Brokerage Firm: Denver Real Estate Moguis Broker: Sean Gillitand or assist Landlord when performing leasing activities in the capacity as shown by the box checked is page 1. following Uniform Duties when working with Landlord:
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2. DEFI 2.1. 2.2. 2.3. shall act for of the top of this perform the final standard as checked, Drotter and the checked and	Brokerage Firm: Denver Real Estate Moguis Broker: Sean Gilliland or assist Landlord when performing leasing activities in the capacity as shown by the box checked: a page 1. following Uniform Duties when working with Landlord: COKERAGE RELATIONSHIP. 1. If the Landlord Agency box at the top of page 1 is checked. Broker shall represent a limited agent (Landlord's Agent). If the Transaction-Brokerage box at the top of page 1 is the capacity as a Transaction-Broker.
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Landlord Initials

with the brokerage relationships they have established. Lanclord acknowledges that Brokerage Firm

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100	 Landlord understands that Landlord shall not be liable for Broker's acts or omissions that
101	have not been approved, directed, or ratified by Landlord.
102	
103	 ADDITIONAL DUTIES OF LANDLORD'S AGENT. If the Landlord Agency box is checked,
104	Broker is Landlord's Agent, with the following additional duties:
105	5.1. Promoting the interests of Landford with the utmost good faith, loyalty and fidelity.
106	Seeking rental rates and terms that are acceptable to Landlord.
107	 5.3. Counseling Landlord as to any material benefits or risks of a transaction that are actually
108	known to Broker.
109	A STATE OF THE PART OF THE PAR
110	B. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.
111	6.1. Broker's Obligations. Colorado law requires a broker to disclose ic any prospective
112	tenant all adverse material facts actually known by such briker including but not limited to adverse
113	material facia pertaining to the title to the Property, the physical condition of the Property, any material
114	detects in the Property, and any environmental hazards affecting the Property required by law to be disclosed. These types of disclosures may include such matters as structural defects, soil conditions,
115	violations of health, zoning or building laws, and nonconforming uses and zoning variances. Landlord
116	agrees that any tenant may have the Property and Inclusions inspected and authorizes Broker to disclose
117	any facts actually known by Broker shout the Property. Broker shall not be obligated to conduct an
119	independent investigation of the tenant's financial coxcition except as otherwise provided in the Agreement.
120	6.1.1. Required Information to County Assessor. Landlord consents that Broker
121	may supply cortain information to the county assessor if the Property is residential and is furnished.
122	6.2. Lendlord's Obligations.
123	6.2.1. Landford's Property Disclosure Form. A landford is not required by law to
129	provide any particular disclosure form. However, disclosure of known material latent (not obvious) defeats
175	is required by law, Landlord 🗌 Agrees 🔀 Doos Not Agree to provide a written disclosure of adverse
126	matters regarding the Property completed to the best of Landford's current, actual knowledge.
127	 6.2.2. Lead-Based Paint, Unless exempt, if the improvements on the Property
128	include one or more residential dwellings for which a building permit was issued prior to January 1, 1978, a
129	completed Lead-Based Paint Cisclosure (Rental) form must be signed by Landlord and the real estate
130	licensees, and given to any potential buyer in a timely manner.
131	6.2.3. Carbon Monoxide Alarms. Landlord acknowledges that, unless exempt, if
132	the Premises includes one or more rooms lawfully used for sleeping purposes (Bedroom), an operational
133	carbon monoxide alarm must be installed within fifteen fee, of the entrance to each Bedroom or in a location
134	as required by the applicable building code, prior to offering the Property for sale or loass.
135 136	7. ADDITIONAL AMENDMENTS:
137	() SOMMONIA CHIEFFANIA (1)
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140	Date: 1/6/2020
	Landlord:
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142	Date: 1/6/2020
	Landlord:
1.274	

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Denver Real Estate Moguls

Sean Gilliland Ph: 720-841-1021

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (1948-5-04)

Lead-Based Paint Obligations of Landlord

Landford acknowledges the following obligations, which shall be completed before the tenant is obligated under any contract to lease the Property, There is no obligation of Landford to conduct any evaluation or reduction activities.

- Landlord shall provide the required load warning statement set forth on the lead-based paint disclosure form.
- Landlord shall provide the tenant with the EPA-approved lead hazard information pamphlet "Protect Your Family From Lead in Your Home".
- 3. Landlord shall disclose to the tenant and the roal estate licensee(s) the presence of any known lead-based point and/or knot/knosed point hazards in the Property being leased. Landlord shall also disclose any additional information available to Landlord concerning the known lead-based point and/or lead-based point hazards such as the basis for the determination that lead-based point and/or lead-based point hazards exist, the location of the lead-based point and/or lead-based point hazards, and the condition of the painted auriaces.
- 4. Landlord shall cisclose to each real estate licensee the existence of any available records or reports. Landlord shall also provide the tenant with any records or reports available to Landlord pertaining to lead-based paint and/or lead-based paint hazards in the Property being leased. This requirement includes records and reports regarding common areas. This requirement also includes records and reports regarding other residential dwellings in multifamily target housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the building as a whole. If no such records or reports are available, Landlord shall so indicate.
- Landlord must sign and date the Lead-Based Paint Disclosure, certifying to the accuracy of Landlord's statements, to the best of Landlord's knowledge.

If any of the disclosure activities identified above occurs after the tenant has provided an offer to purchase the Property. Landford shall complete the required disclosure activities prior to accepting the tenant's offer and allow the tenant an opportunity to review the information and possibly among the offer.

Landlord is required to retain a copy of the completed Lead-Resed Paint Disclosure for 3 years from the commencement of the leasing period.

Property known as No. 1361 Syracuse Street, Denver, CO 80220

Landlord	lest Haller	Date:	1/6/2020	
4	ason Hausen	Date:_	1/6/2020	
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LP48-5-04.	LEAD-RASED PAINT OBLIGATIONS OF LANDLORD	Page I of	7	
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Denver Real Estate Moguis

Sean Gilliland Ph; 720-841-1021

The printed portions of this form except differentiated additions, have been approved by the Calazado Real Estate Commission. (LP 45-9-12)

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

Lead-Based Paint Disclosure (Rentals)

Attachment to Residentia. Lease or Rental Agreement for the Premises known as:

1361 Syracuse Street, Denver, CO 80220

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 trable (3 times) damages, attorney fees, costs, and a base penalty up to \$11,000 (plus adjustment for inflation) . The current penalty is up to \$18,000 for each violation.

> Disclosure for Target Housing Rentals and Leases Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.

Load Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed property. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landfurds must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenents must also receive a federally approved pamphlet on lead polsoning preventor.

Landlord's Disclosure to Tenant and Real Estate Licensee(s) and Acknowledgment

- 1. 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
- Presence of lead-based paint and/or lead-based paint hazards (check one box below):
 - Landlord has no knowledge of any lead-based paint and/or lead-based paint hazards present in
 - Landlord has knowledge of lead-based paint and/or lead-based paint hazards present in the housing (explain):
- Records and reports available to Landlord (check one box below):
 - Landford has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
 - ☐ Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Tenant's Acknowledgment

- Tenant has read the Lead Warning Statement above and understands its contents.
- 5. Tenant has received copies of all information, including any records and reports listed by Landlord above.
- 6. Tenant has received the pamphtet "Protect Your Family From Load in Your Home".

Real Estate Licensee's Acknowledgm	an
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Real Estate Licensee's Acknowledgment		
LP46-10-12.	LEAD-BASED PAINT DISCLOSURE (Resolute)	Page 1 of 2
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Denver Real Estate Moguis

Sean Gilliland Ph: 720-841-1021

THIS FORM HAS NOT BEEN APPROVED BY THE COLORADO REAL ESTATE COMMYSSION. IT WAS PREPARED BY Frescone, Joiner, Goodman and Greenstein, P.C. (303-494-3000) AS LEGAL COUNSEL POR Denver Real Estate Moguls. 92019 All cights reserved.

COLORADO MOLD DISCLOSURE ADDENDUM

12/30/2019

- 1. Properties in Colorado may have either toxic (harmful) or non-toxic (not harmful) mole.
- 2. There is a good probability that mold exists in the next property that you will buy or rent.
- 3. Generally, new homeowner's and renter's insurance policies are excluding loss due to mold.
- 4. Some types of mold can cause serious health problems and even death for certain Individuals.
- Not all types of mold are visible on the surface, as a lot of mold exists behind the drywall or in an attic or crawl space.
- Meither the buyer or tenant nor their Broker is qualified to inspect a house for mold. Broker and Brokerage
 Firm are not responsible for the inspection of the property in general or for the presence of mold specifically.
- 7. Bruker and Brokeruge Firm strongly recommend that a prospective buyer or tenant obtain an inspection of the property by an engineer or home inspector that will look to the extent s/he can for mold and other potential defects, and that a prospective buyer do so before expiration of the Inspection Objection Deadline set forth in the buyer's Contract to Buy and Sell Real Estate, or before expiration of the Inspection Termination Deadline if such Contract contains no applicable Inspection Objection Deadline.
- If a more thorough inspection is required by the buyer or tenant, then a buyer or tenant may elect to have an environmental expert inspect the house.
- Some hints of possible mold are: standing water, prior water problems or leaks, floods or construction of improvements with rain or snow present, and the use of artificial studge.

Brokerage Firm: Deriver Real Estate Moguls

Date;	12/30/2019
Dato: 1/6/2020	
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CONTACT IIII INFORMATION

PRESIDENT / REALTOR

Sean J. Gilliland

720-841-1021

sean@denverrealestatemoguls.com

• VICE PRESIDENT / REALTOR

Tasha Dunbar

720-722-2115

Denverrealestatemoguls@hotmail.com

BUSINESS DEVELOPMENT SPECIALIST

Art Romero

720-309-3051

artdrem7@gmail.com

• REAL ESTATE BROKER

Liana Wood

303-949-2311

lele333@hotmail.com

OFFICE PHONE NUMBER/EMERGENCY LINE

Office

720-284-4411

Emergency

303-284-4411 (push # 1)