
Property Management Agreement Sample Reports & Property Forms

wehner property management co.

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Management Agreement

For Property located at:

Beginning on the ____ day of _____ and ending the end of _____.

Owner: _____

Agent: Wehner Property Management Company

This Agreement is made this _____ day of _____, _____, by and between
_____ (the "Owner")
and Wehner Property Management Company, (the "Agent").

SECTION 1 APPOINTMENT OF MANAGING AGENT

1.1 Appointment and Acceptance

Owner hereby appoints Agent as sole and exclusive Agent of Owner to lease and manage the property described in paragraph 1.2 upon the terms and conditions provided herein. Agent accepts the appointment and agrees to furnish the services of its organization for the leasing and management of the Premises; and Owner agrees to pay all expenses in connection with those services.

1.2 Description of Premises

The property to be managed by Agent under this Agreement is known as

located at _____

consisting of the land, buildings, and other improvements located at

in the **State of Colorado**.

1.3 Term

The term of this Agreement shall be for an initial period of _____ year(s) (the "initial term") from the _____ to _____ and including the last day of _____, and thereafter shall be automatically renewed from year to year unless terminated as provided in sections 21 or 27 herein.

Each of said one-year renewal periods is referred to as a "term year."

1.4 Management Office

Not applicable

1.5 Apartment For On-Site Staff

Not applicable

SECTION 2 BANK ACCOUNTS

Not applicable

2.1 Operating (And / Or) Reserve Account(s)

Agent shall establish a separate account(s) known as the Wehner Property Management Operating (and/or) Reserve Account(s), separate and apart from Agent's corporate accounts, for the deposit of receipts collected as described herein, in a bank or other institution whose deposits are insured by the federal government. Such depository shall be selected by the Agent. However, Agent shall not be held liable in the event of bankruptcy or failure of a depository. Funds in the Operating (and/or) Reserve Account(s) remain the property of Owner subject to disbursement of expenses by Agent as described in this Agreement.

2.1.1 Initial Deposit and Contingency Reserve

Immediately upon commencement of this Agreement, Owner shall remit to Agent the sum of \$ _____ to be deposited in the Operating (and/or) Reserve Account(s) as an initial deposit representing the estimated disbursements to be made in the first month following the commencement of this Agreement, plus an additional sum of \$ _____ as a contingency reserve. Owner agrees to maintain the contingency reserve stated above at all times in the Operating (and/or) Reserve Account(s) to enable Agent to pay the obligations of Owner under this Agreement as they become due. Owner and Agent shall review the amount of the contingency reserve from time to time and shall agree in writing on a new contingency reserve amount when such is required.

2.2 Security Deposit Account

Agent shall, if required by law, maintain a separate interest-bearing account for tenant security deposits and advance rentals. Such account shall be maintained in accordance with applicable state or local laws, if any.

2.3 Fidelity Bond

Agent shall cause all personnel who handle or are responsible for the safekeeping of any monies of Owner to be covered by a fidelity bond in the amount of \$50,000.00 with a company determined by Agent. Such bond shall be secured at Agent's expense. If a fidelity bond cannot be obtained, an arrest and conviction bond shall be obtained at Agent's expense. **Owner** shall save Agent harmless from any loss or damages caused by such personnel if no bond can be obtained.

SECTION 3 COLLECTION OF RENTS AND OTHER RECEIPTS

3.1 Agent's Authority

Agent shall collect (and give receipts for, if necessary) all rents, charges and other amounts receivable on Owner's account in connection with the management and operation of the Premises. Such receipts (except tenants' security deposits and advance rentals, which shall be handled as specified in paragraphs 2.2 and 3.3 hereof; and special charges, which shall be handled as specified in paragraph 3.2 hereof) shall be deposited in the Operating (and/or) Reserve Account(s) maintained by Agent for the Premises.

3.2 Special Charges

If permitted by applicable law, Agent may collect from tenants any or all of the following: an administrative charge for late payment of rent, a charge for returned or non-negotiable checks, a credit report fee, an administrative charge and/or broker's commission for subleasing. Agent need not account to Owner for such charges and/or commission.

3.3 Security Deposits

Agent shall collect, deposit, and disburse tenants' security deposits in accordance with the terms of each tenant's lease. Agent shall pay tenants interest upon such security deposits only if required by law to do so; otherwise, any interest earned on tenant security deposits is to be retained by Agent as compensation for administering these funds. Agent shall comply with all applicable state or local laws concerning the responsibility for security deposits and interest, if any.

SECTION 4 DISBURSEMENTS FROM OPERATING (AND/OR) RESERVE ACCOUNT(S)

4.1 Operating Expenses

From the Operating (and/or) Reserve Account(s), Agent is hereby authorized to pay or reimburse itself for all expenses and costs of operating the Premises and for all other sums due Agent under this Agreement, including Agent's compensation under section 17.

4.2 Debt Service

Owner shall give Agent advance written notice of at least 30 days if Owner desires Agent to make any additional monthly or recurring payments (such as mortgage indebtedness, general taxes, or special assessments, or fire, steam boiler, or other insurance premiums) out of the proceeds from the Premises. If Owner notifies Agent to make such payments after the beginning of the term of this Agreement, Agent shall have the authority to name a new contingency reserve amount pursuant to paragraph 2.1.1 of this Agreement, and Owner shall maintain this new contingency reserve amount at all times in the Operating (and/or) Reserve Account(s).

4.3 Net Proceeds

To the extent that funds are available, and after maintaining the cash contingency reserve amount as specified in paragraph 2.1.1, Agent shall transmit cash balances to Owner periodically, as follows: monthly. Such periodic cash balances shall be remitted to the following person(s), in the percentage(s) specified, and at the address(es) shown:

Name	%	Address
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECTION 5 AGENT NOT REQUIRED TO ADVANCE FUNDS

In the event that the balance in the Operating (and/or) Reserve Account(s) is at any time insufficient to pay disbursements due and payable under paragraphs 4.1 and 4.2 above, Owner shall, immediately upon notice, remit to Agent sufficient funds to cover the deficiency and replenish the contingency reserve. In no event shall Agent be required to use its own funds to pay such disbursements. Nor shall Agent be required to advance any monies to Owner, to the Security Deposit Account, or to the Operating (and/or) Reserve Account(s).

If Agent elects to advance any money in connection with the Premises to pay any expenses for Owner, such advance shall be considered a loan subject to repayment with interest, and Owner hereby agrees to reimburse Agent, including interest as provided in paragraph 17.7, and hereby authorizes Agent to deduct such amounts from any monies due Owner.

SECTION 6 FINANCIAL AND OTHER REPORTS

By the tenth day of each month, Agent shall furnish Owner with a statement of cash receipts and disbursements from the operation of the Premises during the previous month. In addition, Agent shall, on a mutually acceptable schedule, prepare and submit to Owner such other reports as are agreed on by both parties.

It is important for the Owner to review these statements each month. Monthly reports are held open to correct errors for 90 days, and then become final, subject to an annual audit that may be required by the Owner per paragraph 6.1

6.1 Owner's Right To Audit

Owner shall have the right to request periodic audits of all applicable accounts managed by Agent, and the cost of such audit(s) shall be paid by Owner.

SECTION 7 ADVERTISING

Agent is authorized to advertise the Premises or portions thereof for rent, using periodicals, signs, plans, brochures, or displays, or such other means as Agent may deem proper and advisable. Agent is authorized to place signs on the Premises advertising the Premises for rent, provided such signs comply with applicable laws. The cost of such advertising shall be paid out of the Operating (and/or) Reserve Account(s). All advertising shall make clear that Agent is the manager and NOT the Owner of the Premises. Newspaper ads that share space with other properties managed by the Agent shall be prorated based on: **Actual lineage of the ad devoted to the Owner's property plus a prorated share of any headlines and/ or signature lines.**

SECTION 8 LEASING AND RENTING

8.1 Agent's Authority To Lease Premises

Agent shall use all reasonable efforts to keep the Premises rented by procuring tenants for the Premises. Agent is authorized to negotiate, prepare, and execute all leases, including all renewals and extensions of leases (and expansions of space in the Premises, if applicable) and to cancel and modify existing leases. Agent shall execute all leases as agent for the Owner. All costs of leasing shall be paid out of the Operating (and/or) Reserve Account(s). No lease shall be in excess of _____ year(s) without written approval by Owner. The form of the lease shall be agreed upon by Owner and Agent.

8.2 No Other Rental Agent

During the term of this Agreement, Owner shall not authorize any other person, firm, or corporation to negotiate or act as leasing or rental agent with respect to any leases for space in the Premises. Owner agrees to promptly forward all inquiries about leases to Agent.

8.3 Rental Rates

Agent is authorized to establish and change or revise all rents, fees, or deposits, and any other charges chargeable with respect to the Premises.

8.4 Enforcement of Leases

Agent is authorized to institute, in Owner's name, all legal actions or proceedings for the enforcement of any lease term, for the collection of rent or other income from the Premises, or for the evicting or dispossessing of tenants or other persons from the Premises. Agent is authorized to sign and serve such notices as Agent deems necessary for lease enforcement, including the collection of rent or other income. Agent is authorized, when expedient, to settle, compromise, and release such legal actions or suits or reinstate such tenancies. Any monies for such settlements paid out by Agent shall not exceed \$ _____ without prior approval by Owner. Attorneys' fees, filing fees, court costs, and other necessary expenses incurred in

connection with such actions and not recovered from tenants shall be paid out of the Operating (and/or) Reserve Account(s) or reimbursed directly to Agent by Owner. Agent may select the attorney of its choice to handle such litigation.

SECTION 9 EMPLOYEES

Not Applicable

9.1 Agent's Authority to Hire

Agent is authorized to hire, supervise, discharge, and pay all servants, employees, contractors, or other personnel necessary to be employed in the management, maintenance, and operation of the Premises. All employees shall be deemed employees of the Owner, and Agent shall not be liable to Owner or others for any act or omission on the part of such employees.

9.2 Owner Pays Employee Expenses

All wages and fringe benefits payable to such employees hired per paragraph 9.1 above, and all local, state, and federal taxes and assessments (including but not limited to Social Security taxes, unemployment insurance, and workers' compensation insurance) incident to the employment of such personnel, shall be paid by Agent out of the Operating (and/or) Reserve Account(s)

9.3 Agent's Authority to File Returns

Agent shall do and perform all acts required of an employer with respect to the Premises and shall execute and file all tax and other returns required under the applicable federal, state, and local laws, regulations, and/or ordinances governing employment, and all other statements and reports pertaining to labor employed in connection with the Premises and under any similar federal or state law now or hereafter in force. In connection with such filings, Owner shall upon request promptly execute and deliver to Agent all necessary powers of attorney, notices of appointment, and the like. Owner shall be responsible for all amounts required to be paid under the foregoing laws, and Agent shall pay the same from the Operating (and/or) Reserve Account(s).

9.4 Workers' Compensation Insurance

Agent shall, at Owner's expense, maintain workers' compensation insurance covering all liability of the employer under established workers' compensation laws.

9.5 Hold Harmless, Labor Laws

Agent shall be responsible for compliance with all applicable state or federal labor laws. Owner shall indemnify, defend, and save Agent harmless from all claims, investigations, and suits, or from Owner's actions or failures to act, with respect to any alleged or actual violation of state or federal labor laws. Owner's obligation with respect to such violation(s) shall include payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expenses, and attorneys' fees.

SECTION 10 MAINTENANCE AND REPAIR

Agent is authorized to make or cause to be made, through contracted services or otherwise, all ordinary repairs and replacements reasonably necessary to preserve the Premises in its present condition and for the operating efficiency of the Premises, and all alterations required to comply with lease requirements, governmental regulations, or insurance requirements. Agent is also authorized to decorate the Premises and to purchase or rent, on Owner's behalf, all equipment, tools, appliances, materials, supplies, uniforms, and other items necessary for the management, maintenance, or operation of the Premises. Such maintenance and decorating expenses shall be paid out of the Operating (and/or) Reserve Account(s). This section applies except where decorating and/or maintenance are at tenants' expense as stipulated in a lease.

10.1 Approval For Exceptional Maintenance Expense

The expense to be incurred for any one item of maintenance, alteration, refurbishing, or repair shall not exceed the sum of \$_____, unless such expense is specifically authorized by Owner, or is incurred under such circumstances as Agent shall reasonably deem to be an emergency. In an emergency where repairs are immediately necessary for the preservation and safety of the Premises, or to avoid the suspension of any essential service to the Premises, or to avoid danger to life or property, or to comply with federal, state, or local law, such emergency repairs shall be made by Agent at Owner's expense without prior approval.

SECTION 11 CONTRACTS, UTILITIES AND SERVICES

Agent is authorized to negotiate contracts for nonrecurring items of expense, not to exceed \$_____ unless approved by Owner, and to enter into agreements in Owner's name for all necessary repairs, maintenance, minor alterations, and utility services. Agent shall, in Owner's name and at Owner's expense, make contracts on Owner's behalf for electricity, gas, telephone, fuel, or water, and such other services as Agent shall deem necessary or prudent for the operation of the Premises. All utility deposits shall be the Owner's responsibility, except that Agent may pay same from the Operating (and/or) Reserve Account(s) at Owner's request.

SECTION 12 RELATIONSHIP OF AGENT TO OWNER

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

SECTION 13 SAVE HARMLESS

Owner shall indemnify, defend, and save Agent harmless from all loss, damage, cost, expense (including attorneys' fees), liability, or claims for personal injury or property damage incurred or occurring in, on, or about the Premises.

SECTION 14 LIABILITY INSURANCE

Owner shall obtain and keep in force adequate insurance against physical damage (e.g., fire with extended coverage endorsement, boiler and machinery, etc.) and against liability for loss, damage, or injury to property or persons which might arise out of the occupancy, management, operation, or maintenance of the Premises. The amounts and types of insurance shall be acceptable to both Owner and Agent, and any deductible required under such insurance policies shall be Owner's expense. Agent shall be covered as an additional insured on all liability insurance maintained with respect to the Premises. Liability insurance shall be adequate to protect the interests of both Owner and Agent and in form, substance, and amounts reasonably satisfactory to Agent. Owner agrees to furnish Agent with certificates evidencing such insurance or with duplicate copies of such policies within 30 days of the execution of this Agreement. If Owner fails to do so, Agent may, but shall not be obligated to, place said insurance and charge the cost thereof to the Operating (and/or) Reserve Account(s). Said policies shall provide that notice of default or cancellation shall be sent to Agent as well as Owner and shall require a minimum of 30 days' written notice to Agent before any cancellation of or changes to said policies.

SECTION 15 AGENT ASSUMES NO LIABILITY

Agent assumes no liability whatsoever for any acts or omissions of Owner, or any previous owners of the Premises, or any previous management or other agent of either. Agent assumes no liability for any failure of or default by any tenant in the payment of any rent or other charges due Owner or in the performance of any obligations owed by any tenant to Owner pursuant to any lease or otherwise. Nor does Agent assume any liability for previously unknown violations of environmental or other regulations which may become known during the period this Agreement is in effect. Any such regulatory violations or hazards discovered by Agent shall be brought to the attention of Owner in writing, and Owner shall promptly cure them.

SECTION 16 OWNER RESPONSIBLE FOR ALL EXPENSES OF LITIGATION

Owner shall pay all expenses incurred by Agent, including, but not limited to, reasonable attorneys' fees and Agent's costs and time, and any liability, fines, penalties or the like, in connection with any claim, proceeding, or suit involving an alleged violation by Agent or Owner, or both, of any law pertaining to fair employment, fair credit reporting, environmental protection, rent control, taxes, or fair housing, including, but not limited to, any law prohibiting or making illegal discrimination on the basis of race, sex, creed, color, religion, national origin, or mental or physical handicap, provided, however, that Owner shall not be responsible to Agent for any such expenses in the event Agent is finally adjudged to have personally, and not in a representative capacity, violated any such law. Nothing contained in this Agreement shall obligate Agent to employ legal counsel to represent Owner in any such proceeding or suit.

16.1 Fees for Legal Advice

Owner shall pay reasonable expenses incurred by Agent in obtaining legal advice regarding compliance with any law affecting the Premises or activities related to them. If such expenditure also benefits others for whom Agent in this Agreement acts in a similar capacity, Owner agrees to pay an apportioned amount of such expense.

SECTION 17 AGENT'S COMPENSATION AND EXPENSES

As compensation for the services provided by Agent under this Agreement (and exclusive of reimbursement of expenses to which Agent is entitled hereunder), Owner shall pay Agent as follows:

17.1 For Management Services

The greater of (i) \$ _____ per month or (ii) _____% of the total monthly gross receipts from the Premises, payable by the 25th day of the current month for the duration of this Agreement. Payments due Agent for periods of less than a calendar month shall be prorated over the number of days for which compensation is due. The percentage amount set forth in (ii) above shall be based upon the total gross receipts from the Premises during the preceding month.

The term "gross receipts" shall be deemed to include all rents and other income and charges from the normal operation of the Premises, including, but not limited to, rents, parking fees, laundry income, forfeited security deposits, pet deposits, other fees and deposits, and other miscellaneous income. Gross receipts shall NOT be deemed to include the special charges listed in paragraph 3.2, or excess interest on security deposits (from paragraph 3.3), or income arising out of the sale of real property or the settlement of fire or other casualty losses and items of a similar nature.

17.2 For Apartment Leasing

New 1 Year lease is 1/2 of 1st month’s rent; Renewal of a 1 Year lease is 1/4 of 1st month rent.
New 6 Month lease is 1/4 of 1st month’s rent; Renewal 6 Month lease is 1/8 of 1st month rent.

17.3 For Commercial Leasing

Not Applicable

17.4 For Modernization (Rehabilitation/Construction), Repairs & Replacements

5% of the gross amount of any single contract or bill exceeding \$3,500.00 will be charged for supervision, unless handled directly by the Owner.

17.5 For Fire Restoration

Same as paragraph 17.4.

17.6 For Other Items of Mutual Agreement

The Agent is to have the privilege of re-writing any insurance, at competitive rates, on the property expiring during the life of this contract, but will not be held responsible for the writing of said insurance. A company of comparable rating must be used. The Owner understands that the Agent is directly involved as a partner in a full-line insurance agency. At the Owner’s direction, the Agent will secure competitive bids yearly.

17.7 Interest on Unpaid Sums

Any sums due Agent under any provision of this Agreement, and not paid within 10 days after such sums have become due, shall bear interest at the rate of 10% per annum.

SECTION 18 REPRESENTATIONS

Owner represents and warrants: That Owner has full power and authority to enter this Agreement; that there are no written or oral agreements affecting the Premises other than tenant leases, copies of which have been furnished to Agent; that there are no recorded easements, restrictions, reservations, or rights of way which adversely affect the use of the Premises for the purposes intended under this Agreement; that to the best of Owner’s knowledge, the property is zoned for the intended use; that all leasing and other permits for the operation of the Premises have been secured and are current; that the building and its construction and operation do not violate any applicable statutes, laws, ordinances, rules, regulations, orders, or the like (including, but not limited to, those pertaining to hazardous or toxic substances); that the building does not contain any asbestos, urea, formaldehyde, radon, or other toxic or hazardous substance; and that no unsafe condition exists.

SECTION 19 STRUCTURAL CHANGES

Owner expressly withholds from Agent any power or authority to make any structural changes in any building, or to make any other major alterations or additions in or to any such building or to any equipment in any such building, or to incur any expense chargeable to Owner other than expenses related to exercising the express powers vested in Agent through this Agreement, without the prior written consent of the following person:

Name: _____

However, such emergency repairs as may be required because of danger to life or property, or which are immediately necessary for the preservation and safety of the Premises or the safety of the tenants and occupants thereof, or required to avoid the suspension of any necessary service to the Premises, or to comply with any applicable federal, state, or local laws, regulations, or

ordinances, shall be authorized pursuant to paragraph 10.1 of this Agreement, and Agent shall notify Owner appropriately.

SECTION 20 BUILDING COMPLIANCE

Agent does not assume and is given no responsibility for compliance of the Premises or any building thereon or any equipment therein with the requirements of any building codes or with any statute, ordinance, law, or regulation of any governmental body or of any public authority or official thereof having jurisdiction, except to notify Owner promptly or forward to Owner promptly any complaints, warnings, notices, or summonses received by Agent relating to such matters. Owner represents that to the best of Owner's knowledge the Premises and all such equipment comply with all such requirements, and Owner authorizes Agent to disclose the ownership of the Premises to any such officials and agrees to indemnify and hold Agent, its representatives, servants, and employees, harmless of and from all loss, cost, expense, and liability whatsoever which may be imposed by reason of any present or future violation or alleged violation of such laws, ordinances, statutes, or regulations.

SECTION 21 TERMINATION

21.1 Termination by Either Party

This Agreement may be terminated by either Owner or Agent, with or without cause, at the end of the initial term or of any following term year upon the giving of 30 days' written notice prior to the end of said initial term or following term year.

TERMINATION FOR CAUSE

Notwithstanding the foregoing, this Agreement shall terminate in any event, and all obligations of the parties hereunder shall cease (except as to liabilities or obligations which have accrued or arisen prior to such termination, or which accrue pursuant to paragraph 21.3 as a result of such termination, and obligations to insure and indemnify), upon the occurrence of any of the following events:

- (a) **BREACH OF AGREEMENT**—Thirty (30) days after the receipt of notice by either party to the other specifying in detail a material breach of this Agreement, if such breach has not been cured within said thirty (30) day period; or if such breach is of a nature that it cannot be cured within said thirty (30) day period but can be cured within a reasonable time thereafter, if efforts to cure such breach have not commenced or/and such efforts are not proceeding and being continued diligently both during and after such thirty (30) day period prior to the breach being cured. **HOWEVER**, the breach of any obligation of either party hereunder to pay any monies to the other party under the terms of this Agreement shall be deemed to be curable within thirty (30) days.
- (b) **FAILURE TO ACT, ETC.**—In the event that any insurance required of Owner is not maintained without any lapse, or it is alleged or charged that the Premises, or any portion thereof, or any act or failure to act by Owner, its agent and employees with respect to the Premises, fails to comply with any law or regulation, or any order or ruling of any public authority, and Agent, in its sole discretion, considers that the action or position of Owner or its representatives with respect thereto may result in damage or liability to Agent, or disciplinary proceeding with respect to Agent's license, Agent shall have the right to terminate this Agreement at any time by written notice to Owner of its election to do so, which termination shall be effective upon the service of such notice. Such termination shall not release the indemnities of Owner set forth herein.
- (c) **EXCESSIVE DAMAGE**—Upon the destruction of or substantial damage to the Premises by any cause, or the taking of all or a substantial portion of the

Premises by eminent domain, in either case making it impossible or impracticable to continue operation of the Premises.

- (d) INADEQUATE INSURANCE—If Agent deems that the liability insurance obtained by Owner per section 14 is not reasonably satisfactory to protect its interest under this Agreement, and if Owner and Agent cannot agree as to adequate insurance, Agent shall have the right to cancel this Agreement upon the service of notice to Owner.

21.3 Termination Compensation _____ Month Minimum

If (i) Owner terminates this Agreement before the end of the initial term or any subsequent term year as provided in paragraph 21.1 above for any reason other than for a breach by Agent under paragraph 21.2(a) above, or if (ii) Agent terminates this Agreement for a breach by Owner under paragraph 21.2(a) above or pursuant to the provisions of paragraphs 21.2(b) or 21.2(d) above, then in any such event, Owner shall be obligated to pay Agent as liquidated damages an amount equal to the management fee earned by Agent, as determined under paragraph 17.1 above, for the calendar month immediately preceding the month in which the notice is given to Agent or to Owner, multiplied by the number of months and/or portions thereof remaining from the termination date until the end of the initial term or term year in which the termination occurred. Such damages, plus any amounts accruing to Agent prior to such termination, shall be due and payable upon termination of this Agreement. To the extent that funds are available, such sums shall be payable from the Operating (and/or) Reserve Account(s). Any amount due in excess of the funds available from the Operating (and/or) Reserve Account(s) shall be paid by Owner to Agent upon demand.

21.4 Owner Responsible For Payments

Upon termination of or withdrawal from this Agreement, Owner shall assume the obligations of any contract or outstanding bill executed by Agent under this Agreement for and on behalf of Owner and responsibility for payment of all unpaid bills. In addition, Owner shall furnish Agent security, in an amount satisfactory to Agent, against any obligations or liabilities which Agent may have properly incurred on Owner's behalf under this Agreement.

Agent may withhold funds for ninety (90) days after the end of the month in which this Agreement is terminated, in order to pay bills previously incurred but not yet invoiced and to close accounts. Agent shall deliver to Owner, within ninety (90) days after the end of the month in which this Agreement is terminated, any balance of monies due Owner or of tenant security deposits, or both, which were held by Agent with respect to the Premises, as well as a final accounting reflecting the balance of income and expenses with respect to the Premises as of the date of termination or withdrawal, and all records, contracts, leases, receipts for deposits, and other papers or documents which pertain to the Premises.

21.5 Sale of Premises

In the event that the Premises are sold by Owner during the period of this Agreement, Agent shall have exclusive rights of representation in the sale as stated in a specific sales agreement to be negotiated separately. Upon transfer of ownership, this Agreement shall terminate by mutual consent of Owner and Agent under the terms and conditions set forth below. **(See Addendum A)**

In the event of any sale, the Agent shall receive a _____% sales commission based on the gross sales price. This exclusive right-to-sell shall survive the termination of this agreement for 120 days.

SECTION 22 INDEMNIFICATION SURVIVES TERMINATION

All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require Owner to have insured or to defend, reimburse, or indemnify Agent (including, but not limited to, paragraphs 2.1, 2.3, 5, 8.4, 9.2, 9.5, 13, 14, 15, 16, 17.7, 20, 21.3, and 21.4) shall survive any termination; and if

Agent is or becomes involved in any proceeding or litigation by reason of having been Owner's Agent, such provisions shall apply as if this Agreement were still in effect.

SECTION 23 HEADINGS

All headings and subheadings employed within this Agreement and in the accompanying List of Provisions are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

SECTION 24 FORCE MAJEURE

Any delays in the performance of any obligation of Agent under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, governmental regulations, riots, adverse weather, and other similar causes not within the control of Agent, and any time periods required for performance shall be extended accordingly.

SECTION 25 COMPLETE AGREEMENT

This Agreement, including any specified attachments, constitutes the entire agreement between Owner and Agent with respect to the management and operation of the Premises and supersedes and replaces any and all previous management agreements entered into or/and negotiated between Owner and Agent relating to the Premises covered by this Agreement. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by Owner and Agent. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless approved by Owner and Agent in writing. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein.

SECTION 26 RIGHTS CUMULATIVE; NO WAIVER

No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties to it may be exercised from time to time and as often as may be deemed expedient by those parties.

SECTION 27 APPLICABLE LAW AND PARTIAL INVALIDITY

The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of Colorado. If any part of this Agreement shall be declared invalid or unenforceable, Agent shall have the option to terminate this Agreement by notice to Owner.

SECTION 28 NOTICES

Any notices, demands, consents, and reports necessary or provided for under this Agreement shall be in writing and shall be addressed as follows, or at such other address as Owner and Agent individually may specify hereafter in writing:

Agent: **Wehner Property Management Company**
 280 South Madison Street
 Denver, Colorado 80209
 (303) 320-8517

Owner: _____

Mailing Address: _____

Contact Phone: _____

Contact Email: _____

Such notice or other communication may be mailed by United States registered or certified mail, return receipt requested, postage prepaid, and may be deposited in a United States Post Office or a depository for the receipt of mail regularly maintained by the post office. Such notices, demands, consents, and reports may also be delivered by hand or by any other receipted method or means permitted by law. For purposes of this Agreement, notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mails as provided herein.

SECTION 29 AGREEMENT BINDING UPON SUCCESSORS AND ASSIGNS

This agreement shall be binding upon the parties hereto and their respective personal representatives, heirs, administrators, executors, successors and assigns.

Signatures

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this _____ day of _____, _____.

Witnesses: _____

Owner: _____

Agent: **Wehner Property Management Company**
 280 South Madison Street
 Denver, Colorado 80209

PRO By: **WEHNER PROPERTY MANAGEMENT CO.**

Submitted by: _____

State of Colorado)

)ss:

County of Denver)

The foregoing instrument was acknowledged, subscribed and sworn before me
this _____ day of _____, _____,
by _____

My Commission Expires:

Notary Public

State of Colorado)

)ss:

County of Denver)

The foregoing instrument was acknowledged, subscribed and sworn before me
this _____ day of _____, _____, by Margaret Wehner, As Broker
of Wehner Property Management Company.

My Commission Expires:

Notary Public

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The printed portions of this form have been approved, except differentiated additions, by the Colorado Real Estate Commission.
(BDA 55-05-09) (Mandatory 7-09)

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

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

**BROKERAGE DUTIES ADDENDUM
TO PROPERTY MANAGEMENT AGREEMENT
(Leasing Activities)**

LANDLORD AGENCY **TRANSACTION-BROKERAGE**

This Brokerage Duties Addendum (Addendum) is made a part of the agreement for the management and leasing of the Property known as

(Property), which is dated _____, between Brokerage Firm and Landlord (Agreement). This Addendum supplements the Agreement.

1. BROKER AND BROKERAGE FIRM.

1.1 Multiple-Person Firm. If this box is checked, the individual designated by Brokerage Firm to perform leasing services for Landlord is called Broker. If more than one individual is so designated, then references in this Addendum 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 to any other brokers employed or engaged by Brokerage Firm who are not so designated.

1.2 One-Person Firm. If this box is checked, Broker is a real estate brokerage firm with only one licensed natural person. References to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall perform leasing services for Landlord.

2. DEFINED TERMS.

2.1 Landlord:

2.2 Brokerage Firm: _____

2.3 Broker: _____
shall act for or assist Landlord when performing leasing activities in the capacity as shown by the box checked at the top of this page 1.

3. BROKERAGE RELATIONSHIP.

3.1. If the Landlord Agency box at the top of page 1 is checked, Broker shall represent Landlord as a limited agent (Landlord's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker shall act as a Transaction-Broker.

3.2 In-Company Transaction - Different Brokers. When Landlord and tenant in a transaction are working with different brokers, those brokers continue to conduct themselves consistent with the brokerage relationships they have established. Landlord acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a tenant.

3.3 In-Company Transaction - One Broker. If Landlord and tenant are both working with the same broker, the parties agree the following applies:

3.3.1. Landlord's Agent. If the Landlord Agency box at the top of page 1 is checked, the parties agree the following applies:

3.3.1.1 Landlord Agency Only. Unless the box in § 3.3.1.2 (**Landlord Agency Unless Brokerage Relationship with Both**) is checked, Broker shall represent Landlord as Landlord's Agent and shall treat the tenant as a customer. A customer is a party to a transaction with whom Broker has no brokerage

57 relationship. Broker shall disclose to such customer Broker's relationship with Landlord.
58 **3.3.1.2. Landlord Agency Unless Brokerage Relationship with Both.** If this box is checked, Broker
59 shall represent Landlord as Landlord's Agent and shall treat the tenant as a customer, unless Broker
60 currently has or enters into an agency or Transaction-Brokerage relationship with the tenant, in which case
61 Broker shall act as a Transaction-Broker.

62 **3.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or in the event
63 neither box is checked, Broker shall work with Landlord as a Transaction-Broker. A Transaction-Broker shall
64 perform the duties described in § 4 and facilitate lease transactions without being an advocate or agent for either
65 party. If Landlord and tenant are working with the same broker, Broker shall continue to function as a Transaction-
66 Broker.

67
68 **4. BROKERAGE DUTIES.** Brokerage Firm, acting through Broker, as either a Transaction-Broker or a Landlord's Agent,
69 shall perform the following **Uniform Duties** when working with Landlord:

- 70 **4.1.** Broker will exercise reasonable skill and care for Landlord, including, but not limited to the following:
- 71 **4.1.1** Performing the terms of any written or oral agreement with Landlord;
 - 72 **4.1.2.** Presenting all offers to and from Landlord in a timely manner regardless of whether the Property is subject
73 to a lease or letter of intent to lease;
 - 74 **4.1.3.** Disclosing to Landlord adverse material facts actually known by Broker;
 - 75 **4.1.4.** Advising Landlord regarding the transaction and advising Landlord to obtain expert advice as to material
76 matters about which Broker knows but the specifics of which are beyond the expertise of Broker;
 - 77 **4.1.5.** Accounting in a timely manner for all money and property received; and
 - 78 **4.1.6.** Keeping Landlord fully informed regarding the transaction.
- 79 **4.2.** Broker shall not disclose the following information without the informed consent of Landlord:
- 80 **4.2.1.** That Landlord is willing to accept less than the asking lease rate for the Property;
 - 81 **4.2.2.** What Landlord's motivating factors are to lease the Property;
 - 82 **4.2.3.** That Landlord will agree to lease terms other than those offered;
 - 83 **4.2.4.** Any material information about Landlord unless disclosure is required by law or failure to disclose such
84 information would constitute fraud or dishonest dealing; or
 - 85 **4.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the
86 Property.
- 87 **4.3.** Landlord consents to Broker's disclosure of Landlord's confidential information to the supervising broker or
88 designee for the purpose of proper supervision, provided such supervising broker or designee shall not further disclose such
89 information without consent of Landlord, or use such information to the detriment of Landlord.
- 90 **4.4.** Brokerage Firm may have agreements with other landlords to market and lease their property. Broker may show
91 alternative properties not owned by Landlord to other prospective tenants and list competing properties for lease.
- 92 **4.5.** If all or a portion of the Property is subject to a lease, or letter of intent to Lease, obtained by Broker, Broker shall
93 not be obligated to seek additional offers to lease such portion of the Property.
- 94 **4.6.** Broker has no duty to conduct an independent inspection of the Property for the benefit of tenant and has no duty
95 duty to independently verify the accuracy or completeness of statements made by Landlord or independent inspectors.
- 96 **4.7.** Landlord understands that Landlord shall not be liable for Broker's acts or omissions that have not been approved,
97 directed or ratified by Landlord.

98
99 **5. ADDITIONAL DUTIES OF LANDLORD'S AGENT.** If the Landlord Agency box is checked, Broker is Landlord's
100 Agent, with the following additional duties:

- 101 **5.1.** Promoting the interests of Landlord with the utmost good faith, loyalty and fidelity.
- 102 **5.2.** Seeking rental rates and terms that are acceptable to Landlord.
- 103 **5.3.** Counseling Landlord as to any material benefits or risks of a transaction that are actually known to Broker.

104
105 **6. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.**

106 **6.1. Broker's Obligations.** Colorado law requires a broker to disclose to any prospective tenant all adverse material
107 facts actually known by such broker including but not limited to adverse material facts pertaining to the title to the Property,
108 the physical condition of the Property, any material defects in the Property, and any environmental hazards affecting the
109 Property required by law to be disclosed. These types of disclosures may include such matters as structural defects, soil
110 conditions, violations of health, zoning or building laws, and nonconforming uses and zoning variances. Landlord agrees that
111 any tenant may have the Property and Inclusions inspected and authorizes Broker to disclose any facts actually known by
112 Broker about the Property. Broker shall not be obligated to conduct an independent investigation of the tenant's financial
113 condition except as otherwise provided in the Agreement.

114 **6.1.1. Required Information to County Assessor.** Landlord consents that Broker may supply certain
115 information to the county assessor if the Property is residential and is furnished.

116 **6.2. Landlord's Obligations.**

117 **6.2.1. Landlord's Property Disclosure Form.** A landlord is not required by law to provide any particular
118 disclosure form. However, disclosure of known material latent (not obvious) defects is required by law. Landlord
119 **Agrees** **Does Not Agree** to provide a written disclosure of adverse matters regarding the Property completed
120 to the best of Landlord's current, actual knowledge.

121 **6.2.2. Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or more residential

122 dwellings for which a building permit was issued prior to January 1, 1978, a completed Lead-Based Paint Disclosure
123 (Rental) form must be signed by Landlord and the real estate licensees, and the real estate licensees, and given to
124 any potential tenant and Landlord in a timely manner.
125 **6.2.3. Carbon Monoxide Alarms.** Landlord acknowledges that, unless exempt, if the premises includes one or
126 more rooms lawfully used for sleeping purposes (Bedroom), an operational carbon monoxide alarm must be
127 installed within fifteen feet of the entrance to each Bedroom or in a location as required by the applicable building
128 code, prior to offering the Property for sale or lease.
129

130 **7. ADDITIONAL AMENDMENTS:**

131 _____
132

LANDLORD _____ **DATE** _____

133

WEHNER PROPERTY MANAGEMENT CO.
280 S Madison Street
Denver CO 80209
Phone: (303) 320-8517 Fax: (303) 393-9503

By: _____
Signature **Russ Wehner** Date

Balance Sheet (Cash)

SAMPLE PROPERTY (Sample Code)
January 2009

ASSETS

CURRENT ASSETS

Cash - Management Acct	1,179.59
Cash - Tenant Deposits	800.00
TOTAL CURRENT ASSETS	1,979.59
TOTAL ASSETS	1,979.59

LIABILITIES & CAPITAL

LIABILITIES

Tenant Deposits	800.00
TOTAL LIABILITIES	800.00

CAPITAL

Owners Equity	1,179.59
TOTAL CAPITAL	1,179.59

TOTAL LIABILITIES & CAPITAL	1,979.59
----------------------------------------	-----------------

Cash Flow (Cash)

SAMPLE PROPERTY (Sample Code)
January 2009

	Month to Date	%	Year to Date	%
INCOME				
Rent	1,500.00	100.00	13,500.00	100.00
TOTAL INCOME	1,500.00	100.00	13,500.00	100.00
EXPENSES				
Administrative				
Monthly Management Fees	135.00	9.00	1,215.00	9.00
Total Administrative	135.00	9.00	1,215.00	9.00
Maintenance				
Appliance Repair	0.00	0.00	186.03	1.38
General Maintenance	0.00	0.00	95.00	0.70
Janitorial	125.00	8.33	125.00	0.93
Landscaping	0.00	0.00	804.00	5.96
Pest Control	0.00	0.00	15.00	0.11
Plumbing	0.00	0.00	103.00	0.76
Sprinkler System	0.00	0.00	54.41	0.40
Supplies - Building	0.00	0.00	9.98	0.07
Total Maintenance	125.00	8.33	1,392.42	10.31
Utilities				
Wastewater	0.00	0.00	83.34	0.62
Water & Sewer	0.00	0.00	243.84	1.81
Total Utilities	0.00	0.00	327.18	2.42
TOTAL EXPENSES	260.00	17.33	2,934.60	21.74
NET INCOME	1,240.00	82.67	10,565.40	78.26
OTHER PAYMENTS/ADJUSTMENTS				
Debt Service	1,124.85	74.99	9,981.58	73.94
Payments To Owner	115.15	7.68	623.82	4.62
CASH FLOW	0.00		-40.00	
Beginning Cash	1,179.59			
Ending Balance	1,179.59			

General Ledger (Cash)

SAMPLE PROPERTY (Sample Code)
January 2009

Property	Date	Period	Description	Control	Refer	Debit	Credit	Balance	Remarks
1030			Cash - Management Acct					1,179.59 = Beginning Balance =	
273	08/31/06	09/06	(SM15) Smith	R-36764	1398	487.00		1,666.59	Payment se
273	08/31/06	09/06	(GRE15) GREn	R-36767	53116621	720.00		2,386.59	Payment se
273	08/31/06	09/06	(GRE15) GREn	R-36767	53116621	30.00		2,416.59	Payment se
273	09/01/06	09/06	(WASHINGTON) Washington Mutual Home Loans, I	R-36925	2012	K-31782	1925	1,124.85	1,291.74 Loan #8425646935 / 1540-42 Fo
273	09/01/06	09/06	(SM15) Smith	R-36863	none	263.00		1,554.74	Payment split - DHA se
273	09/01/06	09/06	(SM15) Smith	R-36863	none	487.00		1,067.74	:Prog Gen prepayment transfer
273	09/01/06	09/06	(SM15) Smith	R-36863	none	487.00		1,554.74	:Prog Gen prepayment transfer
273	09/01/06	09/06	(GRE15) GREn	R-36864	none	30.00		1,584.74	:Prog Gen prepayment transfer
273	09/01/06	09/06	(GRE15) GREn	R-36864	none	30.00		1,554.74	:Prog Gen prepayment transfer
273	09/01/06	09/06	(GRE15) GREn	R-36865	none	720.00		834.74	:Prog Gen prepayment transfer
273	09/01/06	09/06	(GRE15) GREn	R-36865	none	720.00		1,554.74	:Prog Gen prepayment transfer
273	09/13/06	09/06	(W1823) Margaret & Russ Wehner, Jr.	R-36865	none	1937		125.00	1,429.74 Reimb for Janitorial svc - pd
273	09/30/06	09/06	(1552)Morris	K-32172	1962	115.15		1,314.59	September 2006 distribution
273	10/01/06	09/06	(4001) Wehner Property Management	K-32131	1954			135.00	1,179.59 09/2006 management fees se
			NetChange= 0.00					1,179.59 = Ending Balance =	
1035			Cash - Tenant Deposits					800.00 = Beginning Balance =	
			NetChange= 0.00					800.00 = Ending Balance =	
3300			Tenant Deposits					-800.00 = Beginning Balance =	
			NetChange= 0.00					-800.00 = Ending Balance =	
3900			Owners Equity					-1,219.59 = Beginning Balance =	
			NetChange= 0.00					-1,219.59 = Ending Balance =	
6100			Rent					-12,000.00 = Beginning Balance =	
273	08/31/06	09/06	(SM15) Smith	R-36764	1398		487.00	-12,487.00	Payment se
273	08/31/06	09/06	(GRE15) GREn	R-36767	53116621		720.00	-13,207.00	Payment se
273	08/31/06	09/06	(GRE15) GREn	R-36767	53116621		30.00	-13,237.00	Payment se
273	09/01/06	09/06	(SM15) Smith	R-36925	2012		263.00	-13,500.00	Payment split - DHA se
273	09/01/06	09/06	(SM15) Smith	R-36863	none	487.00		-13,013.00	:Prog Gen prepayment transfer
273	09/01/06	09/06	(SM15) Smith	R-36863	none		487.00	-13,500.00	:Prog Gen prepayment transfer
273	09/01/06	09/06	(GRE15) GREn	R-36864	none	30.00		-13,470.00	:Prog Gen prepayment transfer
273	09/01/06	09/06	(GRE15) GREn	R-36864	none		30.00	-13,500.00	:Prog Gen prepayment transfer
273	09/01/06	09/06	(GRE15) GREn	R-36865	none	720.00		-12,780.00	:Prog Gen prepayment transfer
273	09/01/06	09/06	(GRE15) GREn	R-36865	none		720.00	-13,500.00	:Prog Gen prepayment transfer
			NetChange= -1,500.00					-13,500.00 = Ending Balance =	
9140			Monthly Management Fees					1,080.00 = Beginning Balance =	
273	10/01/06	09/06	(4001) Wehner Property Management	K-32131	1954		135.00	1,215.00	09/2006 management fees se
			NetChange= 135.00					1,215.00 = Ending Balance =	

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 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 TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify 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
2. 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).

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 failed 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 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

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:

1. 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
3. 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.

Note. If 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. person if you are:

- 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

Limited liability company (LLC). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Rental Property Details Form

Property: _____

Owner: _____

Email: _____

Tel: _____ Cell: _____

Point of Contact / Statement Mailing Address: _____

W9 Attached? Yes No

Date Available to Rent: _____

Lease Term: _____ Minimum: _____

Monthly Rent: \$ _____ SD: \$ _____ LMOL: \$ _____

Pets? No Yes Pet Deposit: \$ _____

Pet Type OK: _____ Weight Limit: _____

Key Sets: _____

Rekeying To Be Done: _____

Garage Door Openers: _____

Smoke detect: No Yes Location _____

CO2 detect: No Yes Location _____

Water Shut-Off location: _____

Electrical Box Location: _____

Utilities/Maintenance List All Contractors & Work To Be Done on Next Page

Utilities Tenant: Electric Gas Water/Sewer Trash

Utilities Owner: Electric Gas Water/Sewer Trash

Yard Tenant: Maintains Yard (Mows & Waters) Waters Mows

Yard Owner: Maintains Yard (Mows & Waters) Waters Mows

Snow Removal: Owner/Contractor Tenant

Equipment: Mower Hose Clippers Shovels Rake

Additional: _____

Rental Property Details Form

Basics

Beds <input type="text"/>	Baths <input type="text"/>	Parking Spaces <input type="text"/>	Year Built <input type="text"/>
Subdivision <input type="text"/>	Lot Size <input type="text"/>	Garage Size <input type="text"/>	School District <input type="text"/>
Square Footage <input type="text"/>	Agent Name <input type="text"/>	Broker <input type="text"/>	MLS# <input type="text"/>

<input type="checkbox"/> Eat-In Kitchen	<input type="checkbox"/> Formal Dining Room	<input type="checkbox"/> Living Room	<input type="checkbox"/> Family Room
<input type="checkbox"/> Office	<input type="checkbox"/> Sunroom	<input type="checkbox"/> Master Suite	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____

Appliances

<input type="checkbox"/> Stove	<input type="checkbox"/> Fridge	<input type="checkbox"/> DW	<input type="checkbox"/> W/D
<input type="checkbox"/> Disposal	<input type="checkbox"/> Micro	<input type="checkbox"/> Island Kitchen	<input type="checkbox"/> Pantry
<input type="checkbox"/> Cook Top	<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____

Interior Features

<input type="checkbox"/> Central A/C	<input type="checkbox"/> Evaporative Cooler	<input type="checkbox"/> Ceiling Fans	<input type="checkbox"/> Window Units
<input type="checkbox"/> Fireplace	<input type="checkbox"/> Hardwood Floors	<input type="checkbox"/> Tile/Lino	<input type="checkbox"/> Built-Ins
<input type="checkbox"/> Storage	<input type="checkbox"/> Attic	<input type="checkbox"/> Basement	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____

Exterior Features

<input type="checkbox"/> Patio	<input type="checkbox"/> Balcony	<input type="checkbox"/> Backyard	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____



wehner property management co.

280 S MADISON ST
DENVER, CO 80209
Tel (303) 320-8517 Fax (303) 393-9503

Rent Amount \$ _____
Security Deposit \$ _____
Other Deposit \$ _____
Lease Term _____
Utility Transfer \$ _____

RENTAL APPLICATION

**There is a \$30.00 (NON-refundable) APPLICATION FEE PER PERSON.
Please make check or money order out to: Wehner Property Management Co.
Application is processed upon receipt of payment and application with original signature(s).
Please allow 24 hours for processing.**

Property Name / Location: _____

Name – Occupant: _____

Social Security #: _____ Date of Birth: _____

Name – Occupant: _____

Social Security #: _____ Date of Birth: _____

Home Phone #: _____ License / I.D. #: _____ State: _____

Auto(s): _____ Plate #'s: _____

Present Address: _____ City: _____ State: _____ Zip: _____

Rent paid to: _____ Phone #: _____ Length of Residence: _____

Previous Address: _____ City: _____ State: _____ Zip: _____

Rent paid to: _____ Phone #: _____ Length of Residence: _____

Present Employer: _____ Supervisor: _____

Position: _____ Salary: _____ How Long: _____ Wk Phone #: _____

Previous Employer: _____ Supervisor: _____

Position: _____ Salary: _____ How Long: _____ Wk Phone #: _____

Spouse Employer: _____ Supervisor: _____

Position: _____ Salary: _____ How Long: _____ Wk Phone #: _____

Emergency Contact: Name: _____
Address: _____ Phone #: _____

Have you ever been evicted from a place of rental? _____ **Do you owe any unpaid rent?** _____

Have you ever been convicted of a crime other than a motor vehicle violation? _____ (attach separate sheet)

This is to inform you that as part of our procedures for processing your application, an investigative tenant profile will be prepared. All information provided will be verified. If the applicant is accepted as a resident and enters into a lease agreement, then this document shall become part of the lease. If the Landlord determines that any of the information is false, then that shall constitute an event of default under the lease.

Agency Disclosure: Wehner Property Management Company and its agents are working with you as a Landlords Agent: On the properties we manage, we are an agent for the Landlord and not your agent. We owe duties to the Landlord which includes utmost good faith, loyalty and fidelity. We will negotiate on behalf of and act as an advocate for the Landlord. Please do not tell us any information which you do not want shared with the Landlord. You are not vicariously liable (legally responsible) for our actions. Although we do not represent you, we will disclose to you all adverse material facts about the property actually know by us. We will assist you without regard to race, creed, sex, religion, national origin, familial status, marital status, or handicap.

I/We have read the foregoing and certify that the information is TRUE and Correct, and that this application is submitted for the purpose of inducing approval of this application in my/our behalf, and any errors in this application may be used by the Landlord and/or agent to terminate the Lease agreement at any time.

Date Signature Date Signature



wehner property management co.

280 S MADISON ST
DENVER, CO 80209
Tel (303) 320-8517 Fax (303) 393-9503

RENTAL AGREEMENT

THIS RENTAL AGREEMENT, dated this _____ day of _____, 2009, between Wehner Property Management Company as agent for the Owner, hereafter designated as Owner, and _____ as Resident(s).

1 DESCRIPTION AND TERM: Owner hereby leases to Resident, and Resident hereby leases from the Owner, the premises known as _____, Apartment No. _____, and parking stall No. _____, City of _____, County of _____, State of Colorado, subject to the terms and provisions hereof, for the term beginning on the _____ day of _____, 2009, and ending on the last calendar day of _____, 2009.

2 RENT:

A Resident agrees to pay to Owner the gross rental amount of \$ _____, for rent for the full term aforesaid, in equal consecutive monthly payments of \$ _____, commencing on the _____ day of _____, 2009. Gross rental shall be \$ _____ premises rent, and \$ n/a parking. The rent for the last month of occupancy shall be collected during the term as follows: \$ N/A on _____; \$ _____ on _____; \$ _____ on _____; \$ _____ on _____.

B It is agreed that if occupancy of the premises occurs prior to the first day of a month, the first rental payment shall be \$ n/a, for the period from _____, 2009, through _____, 2009, and the proration amount of \$ n/a, shall be due _____ for the period from _____, 2009, through _____, 2009. The rental payment shall be due and payable without notice, in advance on the first day of each month during the term of this Agreement at Wehner Property Management Company, 280 S. Madison Street, Denver, CO 80209 in the form of a check or money order.

C Resident agrees to pay Owner any amounts owed to Owner for repairs due to tenant(s) or their guests negligence, or due to violations of any rules and regulations.

3 USE: Resident agrees that the premises are to be used and occupied by Resident and member of Resident's immediate family only, consisting of _____, adults and _____, child(ren), as a private dwelling premises, and for no other purpose. Any additional persons occupying the premises for more than 10 days must have the prior written consent of Owner, and additional rent may be charged if permission is granted. Resident further agrees not to make any alterations, decorations, or additions in or to the premises without prior written consent of the Owner; and to keep the premises in a clean and sanitary condition. The resident will not use the premises in an unlawful manner, or in such a way as to invalidate or be in conflict with the owner's insurance policies.

4 LATE AND RETURNED CHECK CHARGES: Resident understands and agrees that if the total rent is not received by the 5th of each month, there will be a \$30.00 late charge in addition to the full rent due. If a check is returned by Resident's bank for any reason, Resident understands and agrees that there will be a \$25.00 Returned Check Charge in addition to the full rent and late charge due.

5 UTILITIES: Owner shall pay for (if checked):

_____ Electricity, _____ Gas, _____ Water & Sewage, _____ Garbage, _____ Basic Cable. Resident shall pay for all other utilities and related deposits and for all charges on Resident's utility bills. Resident shall not allow electricity to be disconnected by any means (including nonpayment of bill) until the end of the lease term or renewal period. Changes or installation of utility lines, meters, sub metering or load management systems, and similar electrical equipment serving the premises shall be the exclusive right of Owner, provided such work is done in a reasonable manner. Utilities shall be used only for household purposes and not wasted. Resident agrees to pay the utility transfer fee upon occupancy and also upon vacating the premises. At the end of occupancy, Resident will have utilities put in name of Owner, % Wehner Property Management Company.

6 RECEIPT OF MONIES BY OWNER: Resident and Owner hereby agree that all monies received by the Owner or his agents shall first be applied to any and all charges due other than rent and the balance of any monies received shall be applied toward current rent then due.

7 SECURITY DEPOSIT:

A Resident has deposited with Owner the sum of \$ _____ as security against the breach by Resident of any of Resident's covenants and agreements contained herein, including without limitation: damage to the building of which the premises is a part, common areas and buildings owned by Owner and surrounding or adjacent to the building of which the premises is a part, furniture, fixtures, appliances, and carpet; abandonment of the premises, nonpayment of rent, late charge, insufficient check charges, and attorney's fees. Resident agrees this Security Deposit shall not be applied to any rent or other charges prior to the date resident vacates premises.

B Resident and Owner agree that within sixty (60) days after termination of this Rental Agreement or surrender and acceptance of the premises whichever occurs last, Owner shall provide Resident at his last known address with a written statement listing the reasons for any and all charges against the security deposit, and refund the balance of the security deposit (if any) therewith.

C The security deposit shall be returned to Resident only after each and all of the following conditions have been met:

- 1 The full lease term must have expired or been terminated without default by Resident, and Resident must not have held over. "Holding Over" is defined as retaining possession of the premises after either party has given thirty (30) days' written notice of termination.

- 2 Prior to date of termination or expiration thirty (30) days' written notice must have been given by Resident to owner or his Representative.
- 3 There are no unpaid charges, damages, or rentals due by Resident hereunder.
- 4 The premises, including designated kitchen appliances, have been cleaned thoroughly, in accordance with Owner's written MOVE-OUT POLICY. If Resident fails to clean in accordance with the written MOVE-OUT POLICY, reasonable charges to complete such cleaning shall be deducted.
- 5 After inspection by owner's representative, appropriate charges will be deducted for any unpaid damages or repairs to the premises or its contents (beyond reasonable wear); insufficient light bulbs; stickers, scratches, burns or holes, etc., on the walls, doors, floors, draperies, carpets and/or furniture, etc.; to replace all broken or cracked glass.

D The security deposit or other like amounts received by Owner from Resident pursuant to this Rental Agreement will be held and disbursed subject to the terms of this Rental Agreement and law. In the event Owner appoints his agent, broker or manager to hold and disburse funds, Resident hereby consents to such appointment. In the event of a sale of the premises by Owner, upon Owner's compliance with the applicable law, Resident will look solely to the successor Owner, or said Owner's agent, broker or manager, as the case may be, for satisfaction of all claims relating to said security deposit, and shall not look to original Owner.

E The security deposit shall be held by the Owner or his agent, broker, or manager without interest to the Resident. Any interest earned shall accrue to the Owner, agent, broker or manager.

_____ **8 PETS: ABSOLUTELY NO PETS OR ANIMALS OF ANY KIND PERMITTED** (Birds, Fish, etc.). No animals of any kind shall be kept or harbored in the leased premises, unless the same in each instance is expressly permitted in writing by the Owner, and such consent, if given shall be revocable by the Owner at any time.

_____ **9 MOTOR VEHICLES:** Resident and Owner agree that any abandoned, unlicensed, derelict, and/or inoperable vehicles parked on the premises may be towed off the premises by the Owner at the vehicle owner's expense after posting a 72 hour notice in a conspicuous place on the vehicle indicating the Owner's intent to tow the said vehicle. Resident further agrees not to store and/or park any trailer, camper, boat, or any other similar recreational vehicle on the premises without the written consent of the Owner. Resident agrees not to store and/or park any commercial or public vehicle on the premises under any conditions. Resident further agrees not to make any repairs of the aforementioned motor vehicle and/or recreational items on the premises without the written consent of the Owner. Resident further agrees to park only the vehicles described on the rental application on the premises.

_____ **10 RULES AND REGULATIONS:** Resident, Resident's guests and occupants shall comply with written apartment and/or premises rules (including community policies), which shall be considered part of this lease. Owner may make reasonable rules changes if in writing and distributed to all units in the apartment community or to the occupant of a single premise. Changes are effective immediately. Resident shall be liable to Owner for damages caused by Resident or Resident's guests or occupants. Sidewalks, steps, entrance halls, walkways and stairs shall not be obstructed or used for any purpose other than ingress or egress.

_____ **11 DISORDERLY CONDUCT:** Resident agrees not to permit or suffer any disorderly conduct, noise, vibration, odors or other nuisance about the premises, having a tendency to annoy, or disturb any persons occupying adjacent premises and to use no machinery or any other apparatus which would damage the premises or annoy other Residents.

_____ **12 PAYMENT OF FUTURE RENT:** In the event of the failure of the Resident to pay any rents or other monetary obligations due hereunder, the Owner, besides other rights and remedies he may have, at his option, may either terminate this lease or from time to time without terminating this lease relet the premises. Upon such reletting, all rentals and other sums received by the Owner from such reletting, shall be applied, first, to the payment of debt other than rent due to Owner; second, to any unpaid installments of the last month's rent; third, to costs and expenses of re-letting; and fourth, to past due rent, with the residue, if any to be held by the Owner and applied as payment of future rent as the same become due and payable hereunder. No such re-entry or retaking possession of said premises by the Owner shall be construed as an election on his part to terminate this lease unless written notice of such intention be given to the Resident. The tenant's (resident) obligation to pay rent shall continue for the full term of this lease, notwithstanding a judgment for possession decreed by a court of competent jurisdiction.

_____ **13 ASSIGNMENT:** Resident shall not assign this agreement or sublet the premises of any part thereof, and shall not allow any person to occupy the same other than persons to whom the premises is rented under this Agreement without prior written consent of the Owner.

_____ **14 ACCESS:** Resident shall allow Owner access at all reasonable times to the premises for the purpose of inspection, or to show the premises to prospective purchasers, mortgages of the premises building, or to any other person having a legitimate interest therein, or to make necessary repairs, maintenance, or improvements. Owner shall, whenever practicable, give Resident 24 hours notice prior to entering the premises. Resident agrees that in case of emergency or apparent abandonment, Owner may enter the premises without consent or prior notice of Resident.

_____ **15 RE-RENTING OR SALE:**

Resident agrees that Owner shall have the right to show the premises to prospective future tenants at reasonable times for a period of 30 days prior to expiration of this tenancy, or upon having received written notice from Resident of an intention to vacate. The Owner shall, whenever practicable, give Resident prior notice of a showing.

A If the Owner elects to sell the property during this tenancy the tenant will co-operate as follows:

- 1 The tenant will allow the property to be shown at all reasonable times, and without the necessity of being present for a period of 30 days prior to the expiration of the of the tenancy.

- 2 The Owner may advertise the property for sale.
- 3 Owner may hold an Open House at reasonable times by making prior arrangements with the tenants.
- 4 The tenant will allow a sign to be placed on premises.
- 5 The tenant will allow a lock box to be placed on premises.

16 **ATTORNEY'S FEES:** It is hereby agreed between the parties that in the event either party incurs Court costs and attorney's fees by reason of any default or breach by the other party, the prevailing party in any such Court action shall be entitled to reasonable attorney's fees and Court costs from the other. Any clause which is contrary to State law shall be excluded and unenforceable as to that clause only.

17 **NOTICE TO QUIT AND HOLDOVER:** RESIDENT AGREES, AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE TERM HEREOF, TO GIVE WRITTEN NOTICE TO OWNER (AGENT) OF THE INTENTION TO VACATE THE SUBJECT PREMISES AT THE END OF THE TERM OF THE LEASE, AND IF SUCH NOTICE IS NOT TIMELY GIVEN, THE RESIDENT SHALL BE LIABLE FOR AND AGREES TO PAY TO THE AGENT, THE RENT DUE FOR THE FOLLOWING MONTH IF THE SUBJECT PROPERTY IS NOT RE-RENTED. In the event that the Resident holds over the premises after the term of the Rental Agreement, with the prior written consent of the Owner, the same shall be deemed to be a month-to-month residency, at the then existing rental rate for units of similar design and floor location; but, in no case less than the rate for the last month of the expiring lease, with all other provisions of the Rental Agreement, including the provision requiring at least (30) days of notice of Resident's intention to vacate upon the expiration of the lease term, shall remain in full force and effect. Resident understands that notices tendered after the first of any month, shall not be effective to terminate this Rental Agreement until the last day of the following month (example – notice received on June 3 will not terminate lease until July 31). If tenant holds over, without the written consent of Owner, this shall be a hold over at the same terms and conditions, except the new rental rate shall be 130% of old rate.

18 **OWNER'S LIABILITY:** Owner and Resident further agree that owner will not be liable for any damages or losses to person or property caused by other residents, or persons, theft, burglary, assault, vandalism, or other crimes. Owner shall not be liable for personal injury or from damage to or loss of Resident's personal property (furniture, jewelry, clothing, etc.) from fire, flood, water leaks, rain, hail, ice, snow, smoke, explosions, interruption of utilities, or acts of God unless same is due to negligence of Owner. Owner strongly recommends that Resident secure his own insurance to protect against all of the above events. Resident has inspected existing locks and latches and agrees they are safe and acceptable, subject to Owner's duty to make needed repairs of same upon written request of Resident. Owner shall have no duty to furnish alarms of any kind security guards, or additional locks and latches. Neither the owner nor any of the Owner's managers or agents have agreed or promised in any way to provide security to any of the residents herein. If the Resident shall be unable to enter into and occupy the leased premises at the time above provided because said premises are not ready for occupancy, or if by reason of the holding over of a previous occupant, possession is delayed, or if as a result of any cause or reason beyond the control of the Owner or Management, such possession is delayed, the Owner or Management shall not be liable in damages therefore.

19 **GENERAL PROVISIONS:** This agreement, together with any written agreements executed simultaneously herewith (including the Rental application), contains the entire Agreement between the parties and shall not be changed, modified, or discharged in whole or in part except by an agreement in writing signed by Owner and by Resident. THERE ARE NO ORAL UNDERSTANDINGS, initials, terms or conditions and neither party has relied upon any representations, express or implied, not contained in this Agreement or in written agreement, in any, executed simultaneously therewith.

20 **JOINT AND SEVERAL LIABILITY:** It is understood and agreed that each party signing this Rental Agreement is liable for the full amount of any and all financial obligations herein and is further agreed that each and all of the signors herein are jointly and severally liable for any and all financial obligations.

21 **ADDITIONAL PROVISIONS:**

Wehner Management Co.

By:

AGENT FOR OWNER

RESIDENT

DATE

DATE

RESIDENT

DATE



wehner property management co.

280 S MADISON ST
DENVER, CO 80209
Tel (303) 320-8517 Fax (303) 393-9503

Lead-Based Paint Disclosure (Rentals)

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

Unit# at Street Address City State Zip

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

Penalties for failure to comply include treble (3 times) damages, attorney fees, costs, and a penalty up to \$10,000 for each violation.

Disclosure for Target Housing Rentals and Leases

Disclosure of Information on Lead-based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

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

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

(a) Landlord acknowledges that Landlord has been informed of Landlord's obligations. Landlord is aware that Landlord must retain a copy of this disclosure for not less than three years from the commencement of the leasing period.

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

- Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

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

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

- (d) Tenant has read the Lead Warning Statement above and understands its contents.
- (e) Tenant has received copies of all information, including any records and reports listed by Landlord above.
- (f) Tenant has received the pamphlet "Protect Your Family from Lead in Your Home".
- (g) I hereby give accept my lease after receiving this disclosure.

Real Estate Licensee's Acknowledgement

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

Certification of Accuracy

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

Tenant _____ Date _____

Tenant _____ Date _____

Wehner Property Management Co. _____ Date _____

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(BDT20-5-09) (Mandatory 7-09)

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

**BROKERAGE DISCLOSURE TO
TENANT**

DEFINITIONS OF WORKING RELATIONSHIPS

For purposes of this document, landlord includes sublandlord and tenant includes subtenant.

Landlord's Agent: A landlord's agent works solely on behalf of the landlord to promote the interests of the landlord with the utmost good faith loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the landlord. The landlord's agent must disclose to potential 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.

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 faith, 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 tenant.

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 disclosures 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 and, if a residential property, whether the tenant intends to occupy the property. No written agreement is required.

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

RELATIONSHIP BETWEEN BROKER AND TENANT

Broker and Tenant referenced below have NOT entered into a tenant agency agreement. The working relationship specified below is for a specific property described as:

or real estate which substantially meets the following requirements:
N/A

Tenant understands that Tenant shall not be liable for Broker's acts or omissions that have not been approved, directed, or ratified by Tenant.

CHECK ONE BOX ONLY:

Multiple-Person Firm. Broker, referenced below, 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 to any other brokers employed or engaged by Brokerage Firm who are not so designated.

One-Person Firm. If Broker is a real estate brokerage firm with only one licensed natural person, then any references to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as Broker.

CHECK ONE BOX ONLY:

Customer. Broker is the landlord's agent and Tenant is a customer. Broker is not the agent of Tenant.

Broker, as landlord'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

PREPARED BY: Russ Wehner, Owner

BDT20-5-09. BROKERAGE DISCLOSURE TO TENANT

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Tenant(s) _____

07/01/09 09:01:14

Customer for Broker's Listings - Transaction-Brokerage for Other Properties. When Broker is the landlord's agent, Tenant is a customer. When Broker is not the landlord's agent, Broker is a transaction-broker assisting in the transaction. Broker is not the agent of Tenant.

Transaction-Brokerage Only. Broker is a transaction broker assisting in the transaction. Broker is not the agent of Tenant.

If Broker is acting as a transaction-broker, Tenant consents to Broker's disclosure of Tenant's confidential information to the supervising broker or designee for the purpose of proper supervision provided such supervising broker or designee shall not further disclose such information without consent of Tenant, or use such information to the detriment of Tenant.

THIS IS NOT A CONTRACT.

If this is a residential transaction, the following provision shall apply:

MEGAN'S LAW. If the presence of a registered sex offender is a matter of concern to Tenant, Tenant understands that Tenant must contact local law enforcement officials regarding obtaining such information.

TENANT ACKNOWLEDGMENT:

Tenant acknowledges receipt of this document on _____ .

TENANT _____

BROKER ACKNOWLEDGEMENT

On _____ , Broker provided

_____ (Tenant) with this document via _____ and retained a copy for Broker's records.

Brokerage Firm's Name:

Wehner Property Management Co.
280 S Madison Street
Denver, CO, 80209
Phone: 303-320-8517 Fax: 303-393-9503

By: _____

Signature

Date



**wehner property
management co.**

280 S. MADISON ST.
DENVER, CO 80209
(303) 320-8517

Management Leasing Fee

Effective Lease Date: 2009

Property: _____

Tenant(s): _____

Monthly Rent: \$

- Lease Term:**
- New 1 Year (1/2 of 1st mo)
 - New 6 Month (1/4 of 1st mo)
 - Renewal 1 Year (1/4 of 1st mo)
 - Renewal 6 Month (1/8 of 1st mo)

Leasing Fee: \$