



Long Term Rental Property Management Agreement

ARTICLE I - PARTIES, PURPOSE, and TERM

1.1 - PARTIES. The parties to this Long Term Management Agreement (the "Agreement") are _____ ("MANAGER") and _____ ("OWNER").

1.2 - PURPOSE. In exchange for the valuable consideration described in ARTICLE II and according to all the terms of this Agreement OWNER hereby engages and grants MANAGER, as the OWNER'S agent and attorney in fact, the exclusive right to lease and/or manage the following real property ("PROPERTY"):

Address: _____

Legal Description: _____

1.3 - TERM. This Agreement shall begin on _____, 20__ and run until _____ 20__. This Agreement may also be terminated by either party upon _____ (__) days written notice to the other party. Termination of this Agreement shall not invalidate any existing lease or management agreement made by MANAGER pursuant to this Agreement. Any financial liability of either party incurred as a result of this Agreement must be resolved to the satisfaction of the parties prior to giving effect to termination.

ARTICLE II - FEES, COSTS, and PAYMENTS

2.1 - MANAGEMENT FEES. For services rendered, OWNER shall pay a management fee to MANAGER amounting to _____ of the gross periodic rent during the term of the lease. Said fee is due to MANAGER upon collection of gross rents from tenants. MANAGER shall deduct said fee directly from the collected gross rent unless OWNER has paid management fee in advance.

2.2 - ADMINISTRATIVE REVENUE. MANAGER shall charge tenants and retain \$_____ for any returned checks and shall retain all late charges imposed by the lease or management agreement for the PROPERTY. Any interest earned from OWNER's funds deposited in an account pursuant to this Agreement shall become the property of MANAGER for compensation for administering such account. MANAGER shall also retain payment for any service provided to a tenant that is not described in this Agreement or in the lease or management agreement for the PROPERTY.

2.3 - ADMINISTRATIVE AND MAINTENANCE COSTS. In no event will MANAGER engage any service provider or purchase supplies or equipment for any single purpose in excess of \$_____ without OWNER'S consent, unless it is of an emergency nature which interferes with the habitability of the PROPERTY.

2.4 - PAYMENT TO OWNER. By the _____ of each month, MANAGER shall disburse all monies due to OWNER from that month. OWNER shall be entitled to the periodic rental payment minus MANAGER's fee and other expenses necessary to manage the PROPERTY in fulfillment of this Agreement.

ARTICLE III - ACCOUNTS, REPORTS, and RECORDS

3.1 - OWNER'S ACCOUNT. MANAGER shall maintain an account in trust for the OWNER for MANAGER's use in managing the PROPERTY. MANAGER shall maintain OWNER'S account in accordance with Colorado Real Estate Commission rules and common practice. MANAGER shall disburse funds from OWNER'S account to pay all bills incurred in the management of the Property, including MANAGER'S fee. In the event there are insufficient funds in the OWNER'S account to pay these bills, MANAGER shall notify OWNER of this insufficiency and OWNER shall deliver to MANAGER an amount to cover the insufficiency and any additional penalties assessed as a result of the insufficiency within ____ business days of receiving the insufficiency notice from MANAGER. Deficit balances in OWNER'S account shall bear ____% annual interest payable to MANAGER.

3.2 - REPORTS. By the 30th of each month, except for the month of February where it will be sent by last day of that month, MANAGER shall deliver to OWNER a monthly itemized statement of receipts and disbursements related to the management of PROPERTY. Statements shall be deemed approved by OWNER unless OWNER notifies MANAGER in writing within 30 days of the statement date.

3.3 - FORM 1099. MANAGER shall file the Federal Internal Revenue Form 1099 stating the amount of net income collected from this Agreement. The Form 1099 shall be timely filed with the appropriate Colorado agency and with the United States Internal Revenue Service.

3.4 - RECORDS. MANAGER shall keep suitable records and receipts pertaining to the management of the PROPERTY. During the term of this Agreement, MANAGER shall allow OWNER to inspect such records and receipts during normal business hours.

ARTICLE IV - MANAGEMENT DUTIES

4.1 - LEASING. MANAGER will use its best efforts to lease PROPERTY to qualified tenants, and to maintain the property on behalf of OWNER. OWNER understands that MANAGER offers these services to other property owners in _____ County.

4.2 - ACT AS AGENT. MANAGER shall execute the monthly or annual leases or rental agreements as described in ADDENDUM 1 LEASE AGREEMENT (which is hereby referenced and incorporated into this Agreement) on behalf of OWNER, as well as extensions of said leases or rental agreements. MANAGER shall collect rents and any other monies due OWNER, enforce the terms of the lease, consent to assignments or subleases of PROPERTY, and may assist OWNER in any eviction process.

4.3 - SERVICES. MANAGER shall execute contracts for utilities and services, and shall purchase supplies and/or equipment on behalf of and at the expense of OWNER necessary for the operation and maintenance of the PROPERTY including, without limitation: cleaning services, snow removal, electrical or plumbing contractors and supplies, general construction contractors and building materials, painters and paint. All such costs shall be the responsibility of OWNER, will be billed to OWNER, and shall be paid out of OWNER'S account if funds are available. A list of service costs are attached as _____. Any additional services not listed herein which OWNER may request MANAGER to perform shall be by mutual written agreement with appropriate additional compensation. MANAGER may also provide services to renters for a fee charged to renters. Such services would include but not be limited to making arrangements for outdoor activities, cultural and entertainment events, transportation, and dining, snow removal, and house-keeping.

4.4 - SECURITY DEPOSIT. MANAGER shall maintain and administer a security deposit for the Premises. In the event MANAGER shall not maintain and administer the security deposit, and instead simply forwards such security deposit to OWNER, the OWNER hereby accepts full financial responsibility for the administration and return of such deposit. In the event the ownership and administration of a security deposit is held by OWNER, OWNER authorizes MANAGER to disclose the name and address of OWNER to the lessee of the Premises.

4.5 - EXCLUSIONS. MANAGER shall not be responsible for monitoring, maintaining, or repairing gas lines, or water lines unless MANAGER accepts responsibility in a separate written agreement with OWNER.

ARTICLE V - OWNER'S DUTIES

5.1 - INVENTORY. OWNER shall provide MANAGER, and update as appropriate, a complete inventory of all furniture and fixtures on or in the PROPERTY.

5.2 - KEYS. OWNER shall provide MANAGER with _____ () complete sets of keys to all locks on or in the PROPERTY.

5.3 - HOLD HARMLESS. All obligations or expenses incurred according to this Agreement will be on behalf of and at the expense of OWNER, who shall save and hold MANAGER harmless

from all claims of third parties in connection with MANAGER's management of the PROPERTY, including claims for personal injury or property damage from any cause whatsoever in or about the premises, including attorney's fees, paid or incurred by MANAGER in connection with the defense of any such claim or demand. MANAGER shall not be liable to OWNER for any error of judgment or for any mistake of law or fact, or for any act or omission, except in cases of willful misconduct or gross negligence.

5.4 - INSURANCE. OWNER shall purchase and maintain complete owner's, landlord's, and tenant's liability insurance for the PROPERTY, naming MANAGER as an additional insured during the term of this Agreement and any extension thereof. OWNER shall provide MANAGER with evidence of this insurance, or shall pay MANAGER's costs in obtaining such insurance.

5.5 - POWER OF ATTORNEY. OWNER hereby appoints MANAGER the true and lawful attorney in fact, with full power of substitution, with authority to sign and acknowledge on OWNER'S behalf any lease of the PROPERTY and to take any action necessary to enforce compliance with such lease, including eviction of any tenant. This is a special power of attorney coupled with an interest, is irrevocable during the term of this Agreement, and shall survive the incapacity or death of OWNER.

ARTICLE VI - GENERAL PROVISIONS

6.1- ENTIRE AGREEMENT. This Agreement and any Addenda thereto represents the entire agreement between the parties, superseding all prior written and oral agreements. This Agreement may be amended only by written contract between the parties.

6.2 - ASSIGNMENT. This Agreement shall inure to the benefit of the parties and their executors, agents, heirs, successors, and permitted assignees. This Agreement may not be assigned without the written consent of the parties.

6.3 - APPLICABLE LAW. This Agreement and enforcement of any of its terms shall be governed by the laws of the State of Colorado. Any dispute regarding the terms of this Agreement shall be adjudicated in the appropriate court of _____ County or by mediation first, binding arbitration second and if no resolution can be made after both of those avenues have been tried then _____ County court.

6.4 - WAIVER. Forbearance or failure to pursue any legal remedy or right upon default or breach shall not constitute waiver of such remedy or right, nor shall any forbearance, failure, or actual waiver imply or constitute waiver of any subsequent default or breach.

6.5 - SEVERABILITY. In case any one or more provisions of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any effect, all other provisions of this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement, or as such provision can be construed to give the best intended effect.

6.6 - NOTICE. All notices, requests, or other communications required or permitted to be

delivered by this Agreement shall be in writing, either via mail or email as follows:

To MANAGER: _____
Address: _____
Phone: _____
Email: _____

To OWNER: _____
Address: _____
Phone: _____
Email: _____

Either party may designate by notice as provided in this Section 6.6 any other address to which notices, requests, or other communications shall be sent.

6.7 - DISPUTE COSTS. In the event that legal fees and/or other costs are incurred by either party in enforcing any part of this Agreement against the other, the prevailing party shall be entitled to receive from the non-prevailing party such legal fees and/or other costs.

6.8 - FORCE MAJEURE. OWNER and MANAGER shall be excused for the period of any delay in the performance of any obligation of this Agreement when caused by circumstances beyond their control including, without limitation; severe weather, all labor disputes, civil commotion, war, war-like operations, power sabotage, terrorism, governmental regulations or controls, fire or other casualty, inability to obtain any material, service or financing, or through acts of God.

ARTICLE VII – BROKERAGE DUTIES ADDENDUM

7.1 Owner agrees that they were provided ADDENDUM 3 - Brokerage Duties Addendum to the Property Management Agreement with this Long Term Property Management Agreement.

7.2 Owner agrees that they must disclose to MANAGER in writing any known material latent defects that are not obvious, to the Owners best, current actual knowledge. By initialing below, you have checked the box on the Brokerage Duties Addendum in Section 6.2.1, that you “Agree” to provide written disclosure and that you have nothing to disclose at this time or that you “Agree” to provide written disclosure and have attached those disclosures to this agreement.

_____ Agree to provide written disclosure but do not know of any material latent defects at this time.

_____ Agree to provide written disclosure and have attached a list of any material latent defects known at this time and will be considered part of this agreement.

Agreed and Accepted this _____, 20__.

OWNER

MANAGER

Federal Employer Identification Number, or
Social Security Number

This Agreement has not been approved by the Colorado Real Estate Commission. It was prepared by legal counsel.